

<i>SERFF Tracking Number:</i>	<i>MRTN-127991921</i>	<i>State:</i>	<i>Illinois</i>
<i>Filing Company:</i>	<i>Great Midwest Insurance Company</i>	<i>State Tracking Number:</i>	<i>MRTN-127991921</i>
<i>Company Tracking Number:</i>	<i>IL-PL-AH-2011-R-M002</i>		
<i>TOI:</i>	<i>11.0 Medical Malpractice - Claims</i>	<i>Sub-TOI:</i>	<i>11.0000 Med Mal Sub-TOI Combinations</i>
	<i>Made/Occurrence</i>		
<i>Product Name:</i>	<i>Professional Liability - Allied Health Program</i>		
<i>Project Name/Number:</i>	<i>Professional Liability - Allied Health Program/IL-PL-AH-2011-R-M002</i>		

Filing at a Glance

Company: Great Midwest Insurance Company		
Product Name: Professional Liability - Allied Health Program	SERFF Tr Num: MRTN-127991921	State: Illinois
TOI: 11.0 Medical Malpractice - Claims	SERFF Status: Closed-Filed	State Tr Num: MRTN-127991921
Made/Occurrence		
Sub-TOI: 11.0000 Med Mal Sub-TOI Combinations	Co Tr Num: IL-PL-AH-2011-R-M002	State Status:
Filing Type: Rate/Rule		Reviewer(s): Gayle Neuman
	Authors: Barb Blackowicz, Martin & Company, Howard Chandler	Disposition Date: 06/07/2012
	Date Submitted: 01/23/2012	Disposition Status: Filed
Effective Date Requested (New): On Approval		Effective Date (New): 03/01/2012
Effective Date Requested (Renewal): On Approval		Effective Date (Renewal): 03/01/2012

State Filing Description:

General Information

Project Name: Professional Liability - Allied Health Program	Status of Filing in Domicile:
Project Number: IL-PL-AH-2011-R-M002	Domicile Status Comments:
Reference Organization: Insurance Services Office, Inc.	Reference Number: All ISO Medical Professional Liability rules and rating plans currently in effect
	Advisory Org. Circular:
Reference Title:	
Filing Status Changed: 06/07/2012	
State Status Changed:	Deemer Date:
Created By: Howard Chandler	Submitted By: Howard Chandler
Corresponding Filing Tracking Number: IL-PL-AH-2011-F-M002, IL-GL-AH-2011-R-M002, IL-GL-AH-2011-F-M002	
Filing Description:	
Attached for your review is a Filing Authorization Letter from Great Midwest Insurance Company (hereinafter referred to as the company) authorizing Martin & Company to submit this filing on their behalf. Please direct all correspondence regarding this filing to Martin & Company.	

<i>SERFF Tracking Number:</i>	<i>MRTN-127991921</i>	<i>State:</i>	<i>Illinois</i>
<i>Filing Company:</i>	<i>Great Midwest Insurance Company</i>	<i>State Tracking Number:</i>	<i>MRTN-127991921</i>
<i>Company Tracking Number:</i>	<i>IL-PL-AH-2011-R-M002</i>		
<i>TOI:</i>	<i>11.0 Medical Malpractice - Claims</i>	<i>Sub-TOI:</i>	<i>11.0000 Med Mal Sub-TOI Combinations</i>
	<i>Made/Occurrence</i>		
<i>Product Name:</i>	<i>Professional Liability - Allied Health Program</i>		
<i>Project Name/Number:</i>	<i>Professional Liability - Allied Health Program/IL-PL-AH-2011-R-M002</i>		

In accordance with the regulatory provisions of your state, the company hereby submits for your review and approval the Professional Liability rates applicable to the company's Allied Health Care Providers program. The company is affiliated with Insurance Services Office, Inc. (ISO) and this is their reference filing to adopt all ISO Division Seven Medical Professional Liability rules and rating plans applicable to Allied Health Care Providers Liability Coverage. This adoption is applicable to all current and future revisions and will remain on file until amended or withdrawn by the Company. As ISO does not distribute either loss costs or rates, Allied Health Care Provider Professional Liability rate pages have been provided. This program may be written on a monoline or package basis. With the approval of this filing, any previous Allied Health filings currently on file with the Department are hereby withdrawn. The rates in this filing are not excessive, inadequate, or unfairly discriminatory.

The company respectfully requests the filing be effective March 1, 2012 or sooner with your earlier approval.

State Narrative:

Company and Contact

Filing Contact Information

Howard Chandler, State Filing Analyst	HChandler@martincompanyus.com
P.O. Box 70	215-672-2907 [Phone]
Edgemont, PA 19028-0070	

Filing Company Information

(This filing was made by a third party - martinandcompany)

Great Midwest Insurance Company	CoCode: 18694	State of Domicile: Texas
800 Gessner, Suite 600	Group Code: 4381	Company Type: P&C
Houston, TX 77024	Group Name: Houston Intl Ins Grp	State ID Number:
(713) 973-0226 ext. [Phone]	FEIN Number: 76-0154296	

Filing Fees

Fee Required?	No
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
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SERFF Tracking Number: MRTN-127991921 State: Illinois
Filing Company: Great Midwest Insurance Company State Tracking Number: MRTN-127991921
Company Tracking Number: IL-PL-AH-2011-R-M002
TOI: 11.0 Medical Malpractice - Claims Sub-TOI: 11.0000 Med Mal Sub-TOI Combinations
Made/Occurrence
Product Name: Professional Liability - Allied Health Program
Project Name/Number: Professional Liability - Allied Health Program/IL-PL-AH-2011-R-M002
Great Midwest Insurance Company \$0.00

State Specific

Refer to our checklists prior to submitting filing

(http://www.idfpr.com/DOI/Prop_Cas_IS3_Checklists/IS3_Checklists.htm): Yes

Refer to our updated (04/06/2007) SERFF General Instructions prior to submitting filing. They have been updated to clarify what rates and rules are required to be filed as well as what rates and rules are not required to be filed. Also, the "Product Name" is the Filing Title and not the Project Number.: Yes

NO RATES and/or RULES ARE REQUIRED TO BE FILED FOR LINES OF COVERAGE SUCH AS COMMERCIAL AUTO (except taxicabs), BURGLARY AND THEFT, GLASS, FIDELITY, SURETY, COMMERCIAL GENERAL LIABILITY, CROP HAIL, COMMERCIAL PROPERTY, DIRECTORS AND OFFICERS, ERRORS AND OMISSIONS, COMMERCIAL MULTI PERIL just to mention a few. However, a Summary Sheet (RF-3) is required to be filed. Please refer to the State Specific Field below for what rates/rules are required to be filed and to our checklists for specific statutes, regulations, etc. : http://www.idfpr.com/DOI/Prop_Cas_IS3_Checklists/IS3_Checklists.htm: na

Medical Malpractice rates/rules may only be submitted in paper.: na

The only rates and/or rules that are required to be filed are Homeowners, Mobile Homeowners, Dwelling Fire and Allied Lines, Workers' Compensation, Liquor Liability, Private Passenger Automobiles, Taxicabs, Motorcycles and Group Inland Marine Insurance which only applies to insurance involving personal property owned by, being purchased by or pledged as collateral by individuals, and not used in any business, trade or profession per Regulation Part 2302 which says in part, "each company shall file with the Director of Insurance each rate, rule and minimum premium before it is used in the State of Illinois.": comply

When selecting a form filing type for a multiple form filing, use the dominant type from these choices: APP - application; CER - certificate; COF - coverage form; DPS - declaration page; END - endorsement; POJ - policy jacket; ORG - Companies adopting an Advisory or Rating Organization's filing. Example: If you are submitting a policy as well as endorsements, a declaration page and an application, you would select "POL" for policy.: na

SERFF Tracking Number: MRTN-127991921 State: Illinois

Filing Company: Great Midwest Insurance Company State Tracking Number: MRTN-127991921

Company Tracking Number: IL-PL-AH-2011-R-M002

TOI: 11.0 Medical Malpractice - Claims Sub-TOI: 11.0000 Med Mal Sub-TOI Combinations

Made/Occurrence

Product Name: Professional Liability - Allied Health Program

Project Name/Number: Professional Liability - Allied Health Program/IL-PL-AH-2011-R-M002

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Filed	Gayle Neuman	06/07/2012	06/07/2012

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Gayle Neuman	03/07/2012	03/07/2012	Sonja Rodebaugh	03/14/2012	03/14/2012
Pending Industry Response	Gayle Neuman	03/01/2012	03/01/2012	Howard Chandler	03/06/2012	03/06/2012
Pending Industry Response	Gayle Neuman	01/24/2012	01/24/2012	Sonja Rodebaugh	02/07/2012	02/07/2012

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
effective date	Note To Reviewer	Howard Chandler	06/07/2012	06/07/2012
effective date	Note To Filer	Gayle Neuman	06/07/2012	06/07/2012

<i>SERFF Tracking Number:</i>	<i>MRTN-127991921</i>	<i>State:</i>	<i>Illinois</i>
<i>Filing Company:</i>	<i>Great Midwest Insurance Company</i>	<i>State Tracking Number:</i>	<i>MRTN-127991921</i>
<i>Company Tracking Number:</i>	<i>IL-PL-AH-2011-R-M002</i>		
<i>TOI:</i>	<i>11.0 Medical Malpractice - Claims</i>	<i>Sub-TOI:</i>	<i>11.0000 Med Mal Sub-TOI Combinations</i>
	<i>Made/Occurrence</i>		
<i>Product Name:</i>	<i>Professional Liability - Allied Health Program</i>		
<i>Project Name/Number:</i>	<i>Professional Liability - Allied Health Program/IL-PL-AH-2011-R-M002</i>		

Disposition

Disposition Date: 06/07/2012

Effective Date (New): 03/01/2012

Effective Date (Renewal): 03/01/2012

Status: Filed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: MRTN-127991921 State: Illinois

Filing Company: Great Midwest Insurance Company State Tracking Number: MRTN-127991921

Company Tracking Number: IL-PL-AH-2011-R-M002

TOI: 11.0 Medical Malpractice - Claims Sub-TOI: 11.0000 Med Mal Sub-TOI Combinations

Made/Occurrence

Product Name: Professional Liability - Allied Health Program

Project Name/Number: Professional Liability - Allied Health Program/IL-PL-AH-2011-R-M002

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Explanatory Memorandum		Yes
Supporting Document	Form RF3 - (Summary Sheet)		Yes
Supporting Document	Certification		Yes
Supporting Document	Manual		Yes
Supporting Document	Expense Exhibit		No
Supporting Document	Authorization Letter		Yes
Rate (revised)	Medical Professional Liability - Company		Yes
	Exception Pages - Allied Health Program		
	- Illinois		
Rate	Medical Professional Liability - Company		Yes
	Exception Pages - Allied Health Program		
	- Illinois		
Rate	Allied Health Professional Liability		Yes
	Multistate Exception Pages		

SERFF Tracking Number: MRTN-127991921 State: Illinois
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Company Tracking Number: IL-PL-AH-2011-R-M002
TOI: 11.0 Medical Malpractice - Claims Sub-TOI: 11.0000 Med Mal Sub-TOI Combinations
Made/Occurrence
Product Name: Professional Liability - Allied Health Program
Project Name/Number: Professional Liability - Allied Health Program/IL-PL-AH-2011-R-M002

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 03/07/2012
Submitted Date 03/07/2012
Respond By Date 03/14/2012

Dear Howard Chandler,

This is to acknowledge receipt of your filing. Your submission is not acceptable for filing in Illinois due to the following reasons:

1. The rate/rule manual must indicate that the extended reporting period (tail coverage) premium must be priced as a factor of one of the following: (1) the last twelve months premium; (2) the premium in effect at policy issuance; or (3) the expiring annual premium. Additionally, it should list the factor(s) to be used to figure the premium, which of the three premiums the factor will be applied to, and any credits, discounts, etc. that will be added or removed when determining the final premium. No part of the response you provided about extended reporting periods addressed this exact issue.
2. Please explain what the second table under Rule 21 on page PR EP -21 pertains to. Additionally, please explain what the two tables on page PR EP - 22 pertain to.

Sign up to get e-mail notification for updates to the Department's website. <http://insurance.illinois.gov/RSS/>

Please refer to the appropriate Property Casualty IS3 Review Requirements Checklist before submitting any filing. The checklists are available at the Department's Web site or at the following link:

http://insurance.illinois.gov/Prop_Cas_IS3_Checklists/IS3_Checklists.htm

Please submit compliant form(s) no later than the date shown above or the entire filing may be disapproved. Please be advised that when the Director disapproves the form(s) you must immediately cease using the form(s) in Illinois.

Please give this matter your immediate attention. If you have any question regarding this filing please feel free to contact me.

Sincerely,
Gayle Neuman

SERFF Tracking Number: MRTN-127991921 State: Illinois
Filing Company: Great Midwest Insurance Company State Tracking Number: MRTN-127991921
Company Tracking Number: IL-PL-AH-2011-R-M002
TOI: 11.0 Medical Malpractice - Claims Sub-TOI: 11.0000 Med Mal Sub-TOI Combinations
Made/Occurrence
Product Name: Professional Liability - Allied Health Program
Project Name/Number: Professional Liability - Allied Health Program/IL-PL-AH-2011-R-M002

Response Letter

Response Letter Status Submitted to State
Response Letter Date 03/14/2012
Submitted Date 03/14/2012

Dear Gayle Neuman,

Comments:

Thank you for your response regarding the captioned filing.

Response 1

Comments: 1. Attached for your review is an updated manual. The only change is to Rule 21. on Page PR EP - 21, which has been updated to reflect that the ERP factors apply to the expiring annual premium and that the premium is not subject to modification.

2. Please be advised, the second table under Rule 21 on page PR EP -21 pertains to Claims-made Rates, please refer to Rule 21.C. found on page PR EP - 10.

Additionally, the two tables on page PR EP - 22 pertain to Rules 33.A.2.b. and 33.B.2.b. respectively, found on pages PR EP - 16 and PR EP - 17 of the manual.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

Rate/Rule Schedule Item Changes

Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing #
Medical Professional Liability	PR EP - 1 to 37	New	
- Company Exception Pages -			
Allied Health Program -			
Illinois			

Previous Version

SERFF Tracking Number: MRTN-127991921 State: Illinois
Filing Company: Great Midwest Insurance Company State Tracking Number: MRTN-127991921
Company Tracking Number: IL-PL-AH-2011-R-M002
TOI: 11.0 Medical Malpractice - Claims Sub-TOI: 11.0000 Med Mal Sub-TOI Combinations
Made/Occurrence

Product Name: Professional Liability - Allied Health Program
Project Name/Number: Professional Liability - Allied Health Program/IL-PL-AH-2011-R-M002

Medical Professional Liability PR EP - 1 to 37 New

- Company Exception Pages -

Allied Health Program -

Illinois

Allied Health Professional PR EP 1-4 New

Liability Multistate Exception

Pages

Your review and assistance with this filing is greatly appreciated.

If you have any questions, please do not hesitate to contact me directly.

Thank you!

Sincerely,

Barb Blackowicz, Howard Chandler, Martin & Company

SERFF Tracking Number: MRTN-127991921 State: Illinois
Filing Company: Great Midwest Insurance Company State Tracking Number: MRTN-127991921
Company Tracking Number: IL-PL-AH-2011-R-M002
TOI: 11.0 Medical Malpractice - Claims Sub-TOI: 11.0000 Med Mal Sub-TOI Combinations
Made/Occurrence
Product Name: Professional Liability - Allied Health Program
Project Name/Number: Professional Liability - Allied Health Program/IL-PL-AH-2011-R-M002

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 03/01/2012
Submitted Date 03/01/2012
Respond By Date 03/09/2012

Dear Howard Chandler,

This is to acknowledge receipt of your filing. Your submission is not acceptable for filing in Illinois due to the following reasons:

1. Where are the rates for class codes on pages PR EP - 28 - 35? Are they occurrence or claims-made?
2. Does the company utilize territory factors. If not, what is intent of the territory definitions on page PR EP -36?
3. The rate/rule manual must indicate that the extended reporting period (tail coverage) premium must be priced as a factor of one of the following: (1) the last twelve months premium; (2) the premium in effect at policy issuance; or (3) the expiring annual premium. Additionally, it should list the factor(s) to be used to figure the premium, which of the three premiums the factor will be applied to, and any credits, discounts, etc. that will be added or removed when determining the final premium.
4. Under Rule 21 starting on page PR EP - 21, please explain what the second, third and fourth tables pertain to.

Sign up to get e-mail notification for updates to the Department's website. <http://insurance.illinois.gov/RSS/>

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http://insurance.illinois.gov/Prop_Cas_IS3_Checklists/IS3_Checklists.htm

Please submit compliant form(s) no later than the date shown above or the entire filing may be disapproved. Please be advised that when the Director disapproves the form(s) you must immediately cease using the form(s) in Illinois.

Please give this matter your immediate attention. If you have any question regarding this filing please feel free to contact me.

<i>SERFF Tracking Number:</i>	<i>MRTN-127991921</i>	<i>State:</i>	<i>Illinois</i>
<i>Filing Company:</i>	<i>Great Midwest Insurance Company</i>	<i>State Tracking Number:</i>	<i>MRTN-127991921</i>
<i>Company Tracking Number:</i>	<i>IL-PL-AH-2011-R-M002</i>		
<i>TOI:</i>	<i>11.0 Medical Malpractice - Claims</i>	<i>Sub-TOI:</i>	<i>11.0000 Med Mal Sub-TOI Combinations</i>
	<i>Made/Occurrence</i>		
<i>Product Name:</i>	<i>Professional Liability - Allied Health Program</i>		
<i>Project Name/Number:</i>	<i>Professional Liability - Allied Health Program/IL-PL-AH-2011-R-M002</i>		

Sincerely,
Gayle Neuman

SERFF Tracking Number: MRTN-127991921 State: Illinois
Filing Company: Great Midwest Insurance Company State Tracking Number: MRTN-127991921
Company Tracking Number: IL-PL-AH-2011-R-M002
TOI: 11.0 Medical Malpractice - Claims Sub-TOI: 11.0000 Med Mal Sub-TOI Combinations
Made/Occurrence
Product Name: Professional Liability - Allied Health Program
Project Name/Number: Professional Liability - Allied Health Program/IL-PL-AH-2011-R-M002

Response Letter

Response Letter Status Submitted to State
Response Letter Date 03/06/2012
Submitted Date 03/06/2012

Dear Gayle Neuman,

Comments:

Thank you for your response regarding the captioned filing.

Response 1

Comments: 1. Where are the rates for class codes on pages PR EP - 28 - 35? Are they occurrence or claims-made?

Response: ISO does not file on behalf of the company so they must file independently. The class codes appearing on pages PR EP 28-35 are filed for reference purposes only. In the event that the company will utilize any of these classes, a proper rate filing will be submitted.

2. Does the company utilize territory factors. If not, what is intent of the territory definitions on page PR EP -36?

Response: The Company does not utilize territory factors. The reason the territory definitions appear on page PR EP-36 is that it is a component of the ISO Professional Liability manual.

3. The rate/rule manual must indicate that the extended reporting period (tail coverage) premium must be priced as a factor of one of the following: (1) the last twelve months premium; (2) the premium in effect at policy issuance; or (3) the expiring annual premium. Additionally, it should list the factor(s) to be used to figure the premium, which of the three premiums the factor will be applied to, and any credits, discounts, etc. that will be added or removed when determining the final premium.

Response: Rule 21 beginning on page PR EP-9 state that an extended reporting period of unlimited duration is available for an additional charge. The manual also states that the extended reporting period starts with the end of the policy period and applies only to claims for injury caused by an incident which occurred on or after the Retroactive Date shown in the Declarations and before the end of the policy period, provided a claim for such injury is first made during the Extended Reporting Period. Beginning on page PR EP-19, under Rule 5, Premium Computation, shows the various factors (tables) used in rating.

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Company Tracking Number: IL-PL-AH-2011-R-M002
TOI: 11.0 Medical Malpractice - Claims Sub-TOI: 11.0000 Med Mal Sub-TOI Combinations
Made/Occurrence
Product Name: Professional Liability - Allied Health Program
Project Name/Number: Professional Liability - Allied Health Program/IL-PL-AH-2011-R-M002

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 01/24/2012
Submitted Date 01/24/2012
Respond By Date 02/07/2012

Dear Howard Chandler,

This is to acknowledge receipt of your filing. Your submission is not acceptable for filing in Illinois due to the following reasons:

1. Please indicate if your company has a plan for the gathering of statistics or the reporting of statistics to statistical agencies? If yes, what stat agency is being used?
2. ISO does not file any rate/rule pages with this Department. Therefore, you will need to attach any ISO rate/rule pages that are to be part of your manual to this filing.
3. The manual indicates the rates are annual occurrence rates. Please explain why there is an optional extended reporting period and prior acts coverage when it appears the company does not write claims-made coverage.
4. The manual pages actually do not provide any rates as "refer to company" is displayed. The rates being charged by the company are required to be provided in the manual.
5. Does the company utilize territory factors, increased limits factors, deductible discounts, or payment plans? Please advise. If any are utilized, they must be included in the manual pages.
6. Pursuant to Company Bulletin 2011-05, your schedule rating plan should not exceed a debit/credit of +/-25%. Please review and correct.

Sign up to get e-mail notification for updates to the Department's website. <http://insurance.illinois.gov/RSS/>

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http://insurance.illinois.gov/Prop_Cas_IS3_Checklists/IS3_Checklists.htm

Please submit compliant form(s) no later than the date shown above or the entire filing may be disapproved. Please be advised that when the Director disapproves the form(s) you must immediately cease using the form(s) in Illinois.

Sincerely,
Gayle Neuman

SERFF Tracking Number: MRTN-127991921 State: Illinois
Filing Company: Great Midwest Insurance Company State Tracking Number: MRTN-127991921
Company Tracking Number: IL-PL-AH-2011-R-M002
TOI: 11.0 Medical Malpractice - Claims Sub-TOI: 11.0000 Med Mal Sub-TOI Combinations
Made/Occurrence
Product Name: Professional Liability - Allied Health Program
Project Name/Number: Professional Liability - Allied Health Program/IL-PL-AH-2011-R-M002

Response Letter

Response Letter Status Submitted to State
Response Letter Date 02/07/2012
Submitted Date 02/07/2012

Dear Gayle Neuman,

Comments:

Thank you for your response regarding the captioned filing.

Response 1

Comments: 1. Please indicate if your company has a plan for the gathering of statistics or the reporting of statistics to statistical agencies? If yes, what stat agency is being used?

Response: Statistics will be reported to a statistical agency: NISS

2. ISO does not file any rate/rule pages with this Department. Therefore, you will need to attach any ISO rate/rule pages that are to be part of your manual to this filing.

Response: Please see attached manual pages IL PR EP - 1 to IL PR EP - 37

3. The manual indicates the rates are annual occurrence rates. Please explain why there is an optional extended reporting period and prior acts coverage when it appears the company does not write claims-made coverage.

Response: With respect to Prior Acts Coverage, please be advised this is nose coverage used to assist with the conversion from claims-made to occurrence. The company also write claims-made policies. In accordance with the attached manual, when writing claims-made coverage the multipliers in Table 21.C.#2(RF) are applied to the rates. The table on page 21 reflects the charges applicable to the extended reporting period.

4. The manual pages actually do not provide any rates as "refer to company" is displayed. The rates being charged by the company are required to be provided in the manual.

Response: Attached for your review are revised manual pages providing specific rates for this program.

5. Does the company utilize territory factors, increased limits factors, deductible discounts, or payment plans? Please advise. If any are utilized, they must be included in the manual pages.

<i>SERFF Tracking Number:</i>	<i>MRTN-127991921</i>	<i>State:</i>	<i>Illinois</i>
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<i>Product Name:</i>	<i>Professional Liability - Allied Health Program</i>		
<i>Project Name/Number:</i>	<i>Professional Liability - Allied Health Program/IL-PL-AH-2011-R-M002</i>		

Response: Please refer to the attached manual, which includes increased limits factors and deductible discounts. A payment plan will not be utilized by the company.

6. Pursuant to Company Bulletin 2011-05, your schedule rating plan should not exceed a debit/credit of +/-25%. Please review and correct.

Response: Please be advised, the schedule rating plan has been modified in the attached manual to reflect a maximum credit or debit of 25%.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

Rate/Rule Schedule Item Changes

Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing #
<i>Medical Professional Liability</i>	<i>PR EP - 1 to 37</i>	<i>New</i>	
<i>- Company Exception Pages -</i>			
<i>Allied Health Program -</i>			
<i>Illinois</i>			
<i>Previous Version</i>			
<i>Allied Health Professional</i>	<i>PR EP 1-4</i>	<i>New</i>	
<i>Liability Multistate Exception</i>			
<i>Pages</i>			

Your review and assistance with this filing is greatly appreciated. If you have any questions, please do not hesitate to contact us.

Thank you!

Sincerely,

Barb Blackowicz, Howard Chandler, Martin & Company

SERFF Tracking Number: MRTN-127991921 State: Illinois
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Company Tracking Number: IL-PL-AH-2011-R-M002
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Made/Occurrence
Product Name: Professional Liability - Allied Health Program
Project Name/Number: Professional Liability - Allied Health Program/IL-PL-AH-2011-R-M002

Note To Reviewer

Created By:

Howard Chandler on 06/07/2012 01:42 PM

Last Edited By:

Gayle Neuman

Submitted On:

06/07/2012 02:00 PM

Subject:

effective date

Comments:

Thank you for your response regarding the captioned filing.

An effective date of 03/01/2012 would be very good.

Thank you

Howard Chandler

Martin & Company

(215) 672-2907

SERFF Tracking Number: MRTN-127991921 State: Illinois

Filing Company: Great Midwest Insurance Company State Tracking Number: MRTN-127991921

Company Tracking Number: IL-PL-AH-2011-R-M002

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Made/Occurrence

Product Name: Professional Liability - Allied Health Program

Project Name/Number: Professional Liability - Allied Health Program/IL-PL-AH-2011-R-M002

Note To Filer

Created By:

Gayle Neuman on 06/07/2012 01:11 PM

Last Edited By:

Gayle Neuman

Submitted On:

06/07/2012 02:00 PM

Subject:

effective date

Comments:

The Department of Insurance has now completed its review of this filing. Originally, Great Midwest requested the filing be effective March 1, 2012. Was the filing put in effect on March 1, 2012 or do you wish to have a different effective date? Your prompt response is appreciated.

Rate/Rule Schedule

Schedule Item	Exhibit Name:	Rule # or Page	Rate Action	Previous State Filing Attachments
Status:		#:		Number:
	Medical Professional Liability - Company Exception Pages - Allied Health Program - Illinois	PR EP - 1 to 37	New	GMIC Allied Health Filing - Specific Rates - IL 03 12 Rev.pdf

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APPLICATION OF THIS DIVISION AND COMPANY EXCEPTION PAGES

1. This manual Division is applicable to ALLIED HEALTH Care Provider risks.
2. To the extent that ISO Division Seven rules and rating procedures do not apply to ALLIED HEALTH Care Providers Professional Liability Coverage, such rules and rating procedures are withdrawn.
3. These Exception Pages describe the Company eligibility rule, classifications, premium exposure bases and basic limits rates for ALLIED HEALTH Care risks.
4. Eligible risks are subject to the rules and rating procedures in these company exception pages.

SECTION I - GENERAL RULES

1. APPLICATION OF THIS DIVISION

A. Contents

Division Seven contains the rules, rating procedures, state exceptions and may contain individual company rates for the following liability coverages:

1. Hospital Professional Liability Coverage
2. Physicians, Surgeons And Dentists Professional Liability Coverage
3. Allied Health Care Providers Professional Liability Coverage
4. Blood Banks Professional Liability Coverage
5. Diagnostic Testing Laboratories Professional Liability Coverage
6. Optometrists Professional Liability Coverage
7. Veterinarian Professional Liability Coverage

B. Sections

This Division is divided into separate Sections for:

1. Section I – General Rules
2. Section II – Coverage Rules
3. Rating Relativities And Factors
4. Classification Table

C. Rule Exceptions

Refer to state exceptions for any exception to the rules in this division.

D. Company Rates/ISO Loss Costs

1. ISO does not distribute either rates or loss costs for this division. Insurers will individually distribute either loss costs with their own adjustment factors or their individual company rates. A loss cost is that portion of the premium which covers only losses and the costs associated with settling losses.
2. All rules in this division are designed to be utilized with rates. All references in the rules and examples to rates and/or premiums (including base premiums) shall be interpreted to mean those established by the individual insurance company. Refer to company for specific instructions and procedures and rates.

E. Statistical Codes

Most statistical codes are shown with the state company rates or in the specific rules. For statistical codes not shown, refer to the General Liability module of the Commercial Statistical Plan, using the Medical Professional Liability subline.

2. REFERRALS TO COMPANY

Refer to company for:

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- A. Any applicable rating plan modification.
- B. Rating or classifying any risk or exposure for which there is no manual rate or applicable classification. Rates shall not be inadequate, excessive or unfairly discriminatory. (For other refer-to-company situations, see Rule **15**. Special Rule For Individual Risk Situations.)

Companies should maintain complete files, including all details of the factors used in determining the rate or classification for a particular risk and make these files available to state regulators on request. Such rates or classifications need not be filed with the state regulator.

The second paragraph of Paragraph **B**. shall not apply when a company has developed or prepared a manual or schedule of rates which includes a classification applicable to a risk being written. To the extent that filing requirements apply to such a manual or schedule of rates, they must be followed.

3. EFFECTIVE DATE

The date shown on the bottom of the manual page is a printing date and not necessarily the effective date. The effective date, if any, will be announced on the Notice to Manualholders accompanying new or revised manual pages.

4. POLICY TERM

- A. Policies may be written for a specific term up to three years or on a continuous basis.
- B. A policy may be renewed by renewal certificates. When renewal certificates are used, they must conform in every respect to current rules, rates and forms at the time of renewal.

5. PREMIUM COMPUTATION

A. Prepaid Policies

1. Compute the premium using the annual rates in effect at policy inception multiplied by the policy term expressed in years (term factor). Refer to Table **5.A.1.(RF)** for the appropriate term factor.
2. If the term of the policy is less than one year, multiply the premium determined in Paragraph **1**. by the factor shown in Table **5.A.2.(RF)** unless the policy is issued to obtain anniversary dates common with other policies.

B. Continuous And Annual Premium Payment Plan Policies

1. Compute the premium for each annual payment on the basis of the annual rates in effect on each anniversary date of the policy.
If the estimated annual premium is less than \$500, the rate and premium adjustment for a policy written for a period of more than one year may be deferred until termination of the policy.
2. Prorate the premium in Paragraph **1**. when the policy is issued for other than a whole number of years.

6. FACTORS OR MULTIPLIERS

Factors or multipliers are to be applied consecutively and not added together, unless otherwise specified.

7. ROUNDING PROCEDURE

A. Rates

Round rates, factors and multipliers after the final calculation to three decimal places. Five-tenths or more of a mill shall be considered one mill. For example, .1245 = .125.

B. Premium

Round the premium for each coverage for which a separate premium is calculated to the nearest whole dollar. Round a premium involving \$.50 or over to the next higher whole dollar.

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8. POLICYWRITING MINIMUM PREMIUM

A. Definition

Policywriting minimum premium is the lowest amount of premium for which a policy may be written and such amount is not subject to adjustment for any reason.

B. Prepaid Policies

1. The policywriting minimum premium is \$1,600.
2. Apply a minimum premium regardless of term.

C. Annual Premium Payment Plan Policies Or Continuous Policies

1. The policywriting minimum premium is \$1,600.
2. Apply a minimum premium for each annual period.

9. ADDITIONAL PREMIUM CHANGES

A. Calculation Of Premium

1. Prorate all changes requiring additional premium.
2. Apply the rates and rules in effect on the effective date of the policy, or, if the change is made after an anniversary date of the policy, apply the rates and rules in effect on that anniversary date. The additional premium developed is in addition to any applicable policywriting minimum premium.

B. Waiver Of Premium

1. Additional premiums at or below a specified amount may be waived. The maximum amount to be waived is \$15.
2. This waiver applies only to that portion of the premium due on the effective date of the policy change.

10. RETURN PREMIUM CHANGES

A. Premium Computation

1. Compute return premium at the rates used to calculate the policy premium.
2. Compute return premium pro rata and round to the next higher whole dollar when any coverage or exposure is deleted or an amount of insurance is reduced. Retain the policywriting minimum premium.

B. Waiver Of Premium

1. Return premiums at or below a specified amount may be waived. The maximum amount to be waived is \$15.
2. This waiver applies only to that portion of the return premium due on the effective date of the policy change.
3. Any return premium due the insured must be granted if the insured requests it.

11. POLICY CANCELLATIONS

A. Pro Rata Calculation

Compute return premium pro rata and round to the next higher whole dollar when a policy is cancelled:

1. At the company's request.
2. Because the insured no longer has a financial or insurable interest in the business operation that is the subject of insurance.

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3. And rewritten in the same company or company group.
4. After the first year for a prepaid policy written for a term of more than one year.

B. Other Calculations

If Paragraph A. does not apply, compute the return premium as follows:

1. Continuous And Annual Premium Payment Policies

Compute return premium by applying the factor shown in Table **11.B.(RF)** to the pro rata unearned premium for the one year or annual installment period and round to the next higher whole dollar.

2. Prepaid Policies

If cancelled during the first year, compute the return premium by applying the factor shown in Table **11.B.(RF)** to the pro rata unearned premium for the first year, plus the full annual premium for the subsequent years and round to the next higher whole dollar.

3. Policies With Term Less Than One Year

Compute return premium by applying the factor shown in Table **11.B.(RF)** to the pro rata unearned premium and round to the next higher whole dollar.

C. Retention Of Policywriting Minimum Premium

Retain the policywriting minimum premium when return premium is calculated under Paragraph B. except when a policy is cancelled as of the inception date.

12. FORMS PORTFOLIO REFERENCE

Refer to the forms portfolio for information on:

- A. Sample forms; and
- B. Applicability and edition dates of forms.

13. MINIMUM PREMIUMS

A. Definition

Minimum premiums are the lowest amounts for which insurance may be written for each full year of coverage.

B. Determination

The minimum premium is \$1,600.

C. Sublines

1. With respect to Physicians, Surgeons And Dentists, Allied Health Care Providers, Optometrists And Veterinarians Professional Liability Coverage, minimum premiums apply separately to each subline for which a premium is charged.
2. With respect to Hospital, Blood Banks And Diagnostic Testing Laboratories Professional Liability Coverage, for risks written under these sublines, minimum premiums apply separately on an each-location basis.

D. Multiple Classifications

Regardless of the number of classifications on the policy, choose the highest minimum premium for each subline, as the minimum premium for that subline.

E. Adjustment

All minimum premiums except for the policywriting minimum premium are subject to adjustment for additional interests and increased limits.

F. Policywriting Minimum Premium

Use the policywriting minimum premium if the total amount developed using this rule is less than the policywriting minimum premium.

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14. RESIDENT AGENT COUNTERSIGNATURE (ILLINOIS)

This rule does not apply.

15. SPECIAL RULE FOR INDIVIDUAL RISK SITUATIONS

A. Refer To The Company

1. For rating or classifying any risk or exposure for which:

- a. The manual rate or applicable classification is clearly demonstrated to be inappropriate because of a unique or unusual feature of the risk; or

Note

To the extent that consent-to-rate procedures apply, they must be followed.

- b. The coverage to be written is broader than that contained in the applicable standard coverage part; or

Note

To the extent that forms filing requirements apply, they must be followed.

- c. There is proof that, for a specified medical professional liability coverage, the named risk is qualified in this jurisdiction for placement of such insurance with an unauthorized insurer, and the insured agrees to the proposed rate or premium to be charged; or

- d. Excess insurance is being provided. Excess insurance means liability insurance provided in an amount not less than \$1,000,000 in excess of a specified retained limit provided that such retained limit is not less than:

(1) \$350,000 per claim, as respects those exposures covered by underlying insurance; and

(2) \$10,000 per claim, as respects those exposures not covered by underlying insurance; or

- e. Increased limits are provided and the annual increased limits written premium determined by the customary rating procedures is \$5,000 or more.

Note

Refer to company only for that portion of the premium in excess of the basic limit written premium.

2. If a coverage part providing the insurance contemplated by an applicable classification and rate is endorsed to restrict coverage for hazards not common to all risks within the class.

Note

To the extent that forms filing requirements apply, they must be followed.

3. Where liability increased limits are provided and the risk is reinsured on a facultative basis.

The following rating procedure is available for the determination of the applicable premium:

- a. Manual rules and rates shall apply to the portion of the limits of liability retained by the company.

- b. For limits of liability obtained by means of facultative reinsurance, the premium shall be the facultative cost for such insurance increased by a charge up to but not exceeding 50%.

4. If an aggregate limit of medical professional liability insurance is adjusted at any time during the policy period.

B. Filing Obligations

When a particular risk is modified in accordance with Paragraph **A.**, companies should maintain a complete file, including all details of the factors used in determining the modification and make the file available to state regulators on request. Such modifications need not be filed with the state regulator.

Note

Rates shall not be inadequate, excessive or unfairly discriminatory.

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16. BASIC LIMITS

- A. Basic limits is an amount of insurance upon which company rates are based. Basic limits may be adjusted by the appropriate increased limits factors.
- B. For basic limits, refer to the appropriate coverage rule in Section II of this manual.

17. INCREASED LIMITS TABLES

- A. All limits are expressed in thousands of dollars.
- B. Policy limit codes are shown in parentheses under factors.
- C. The tables indicate which factors must be referred to company before using.
- D. The following interpolation procedure shall be used in determining increased limits factors or combinations of limits not shown in the tables:
 - 1. Determine the factor in the increased limits table for the next lower and for the next higher limit or combination of limits.
 - 2. The factor for the limit or combination of limits desired shall be determined by interpolation. All fractions in the third decimal place shall be considered as an additional unit in the second decimal place.
 - 3. Where neither limit required appears in the table, refer to company.
- E. For increased limits tables, refer to Table 17.E.6.

18. DEDUCTIBLES

A. Definition

This is a method of coverage under which the insured agrees to contribute up to a specific sum towards the amount paid to claimants as damages.

B. Application

When deductible insurance is selected by the insured, the company's obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of any deductible amount stated as applicable to such coverage.

C. Deductible Discount Factors

A discount is available to the insured when insurance is provided on a deductible basis. Determine the applicable discount by referring to Table 18.C.#5(RF).

D. Endorsement

Refer to applicable Coverage Rules.

E. Procedures

Where deductibles are purchased, utilize the following procedure in determining the final rate:

- 1. Subtract the deductible factor from the applicable increased limits factor to determine an adjusted limits factor.
- 2. Determine the applicable rate by multiplying the basic limits rate by the adjusted limits factor determined in 1.

19. PREMIUM DETERMINATION

The premium for a risk is calculated as follows:

- A. Determine the applicable classifications(s).
- B. Determine the premium base applicable to the classification(s).
- C. Select the basic limit rate(s) for the classification(s) from the appropriate company state rates.

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- D. Adjust the basic limits rate(s) to reflect any coverage change (other than deductibles). Refer to Table **21.C.#2(RF)** for claims-made multipliers. When physicians, surgeons and dentists are written on a Hospital policy, refer to Rule **33. Classification Procedures**.
- E. Adjust the resulting basic limits rate(s) by the appropriate increased limit factors and any other applicable rate modification(s). Adjust for coverage written on a deductible basis; refer to Table **18.C.#5(RF)**.
- F. Multiply the number of units of exposure developed under the premium base for each classification by the corresponding adjusted rate(s) developed in Paragraph **E**.
- G. Determine the application of any minimum premiums.
- H. Determine any other additional premiums.
- I. Add the premium determined in Paragraph **F**. or **G.**, whichever is greater, to the premium determined in Paragraph **H**. to obtain the total policy premium.
- J. Use the premium developed in Paragraph **I**. or the policywriting minimum premium, whichever is greater.

20. DESCRIPTION OF ADDITIONAL OPTIONAL ENDORSEMENTS

A. Additional Optional Endorsements

In addition to endorsements referenced in other rules under Division Seven – Medical Professional Liability, including the Classification Table Section, the endorsements in this rule may be used with the indicated Medical Professional Liability Coverage Part(s). The endorsements are listed in numerical sequence under the line of insurance identification and category identification. The descriptions are for ease of identification. Refer to each endorsement to determine its contents. With regard to these optional endorsements, refer to company for rating.

B. Termination And Suspension Endorsements (ILLINOIS)

This rule does not apply.

C. Exclusion Endorsements

- 1. Liability arising out of the rendering of or failure to render professional services by a specific physician while engaged in activities other than those within the scope of his or her duties as a teaching physician or surgeon may be excluded under the Physicians, Surgeons And Dentists Professional Liability Coverage Part by attaching Exclusion – Non-Teaching Activities Of Teaching Physicians And Surgeons Endorsement **PR 21 00**.
- 2. Coverage for employees may be deleted by attaching Exclusion – Employees As Insureds Endorsement **PR 21 01** to the:
 - a. Hospital Professional Liability Coverage Part;
 - b. Blood Banks Professional Liability Coverage Part; or
 - c. Diagnostic Testing Laboratories Professional Liability Coverage Part.
- 3. Coverage for partnership, limited liability company, association or corporation medical professional liability may be deleted by attaching Exclusion – Partnership, Limited Liability Company, Association Or Corporation (Coverage **B**) Endorsement **PR 21 02** to either the:
 - a. Physicians, Surgeons And Dentists Professional Liability Coverage Part;
 - b. Allied Health Care Providers Professional Liability Coverage Part;
 - c. Optometrists Professional Liability Coverage Part; or
 - d. Veterinarians Professional Liability Coverage Part.

D. Coverage Amendment Endorsements

- 1. To state that the company will not settle any claim or suit without the insured's consent and to set forth the most the company will pay if the insured does not consent to a settlement which is acceptable to the claimant, use Consent To Settle Endorsement **PR 24 00**.

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This endorsement applies to all Medical Professional Liability Coverage Parts, except Hospital Professional, Blood Bank Professional, and Diagnostic Testing Laboratories Professional Liability Coverage Parts.

2. Coverage disputes between the company and an insured may be submitted to arbitrators by mutual agreement between the parties. When there is prior agreement that arbitration of a dispute will be binding on both parties, attach Binding Arbitration Endorsement **PR 24 02**. When, by prior agreement, the decision of the arbitrators may be appealed to a court, attach Non-binding Arbitration Endorsement **PR 24 01**.

This endorsement applies to all Medical Professional Liability Coverage Parts.

3. The company agrees that its right to use charitable immunity, where applicable as a defense for liability suits, will be waived, unless the insured requests otherwise, by attaching Waiver Of Charitable Immunity Endorsement **PR 24 03**.

This endorsement applies to all Medical Professional Liability Coverage Parts.

4. The company agrees that its right to use governmental immunity, where applicable as a defense for liability against an insured governmental entity, will be waived, unless the insured requests otherwise, by attaching Waiver Of Governmental Immunity Endorsement **PR 24 04**.

This endorsement applies to all Medical Professional Liability Coverage Parts.

E. Additional Coverage Endorsements

1. To provide products liability coverage for diagnostic testing laboratories use Products Liability Coverage For Diagnostic Testing Laboratories Endorsement **PR 04 00**.

This endorsement applies to all Medical Professional Liability Coverage Parts.

2. To provide for the payment of defense expenses on behalf of the named insured, when the named insured has assumed the tort liability of another under a contract or agreement pertaining to the named insured's business, use Contractual Liability Coverage Extension Endorsement:
 - a. **PR 04 01** for use with the Hospital Professional Liability Coverage Part.
 - b. **PR 04 02** for use with the Allied Health Care Providers and Physicians, Surgeons And Dentists Professional Liability Coverage Parts.
 - c. **PR 04 03** for use with the Blood Banks Professional Liability Coverage Part.
 - d. **PR 04 04** for use with the Diagnostic Testing Laboratories Professional Liability Coverage Part.
 - e. **PR 04 05** for use with the Optometrists Professional Liability Coverage Part.
 - f. **PR 04 06** for use with the Veterinarians Professional Liability Coverage Part.

F. Amendment Of Limits Of Insurance Endorsements

1. For hospitals, blood banks and diagnostic testing laboratories, the policy Aggregate Limit may be changed for certain medical or laboratory incidents from a per-policy basis to a per-location basis. The policy Aggregate Limit, with respect to certain medical or laboratory incidents, may be replaced for each designated location with a Designated Location Aggregate Limit which is equal to the amount of the Aggregate Limit shown in the Declarations of the policy, by attaching Amendment – Aggregate Limits Of Insurance (Designated Locations) Endorsement:
 - a. **PR 25 00** for use with the Blood Banks and Hospital Professional Liability Coverage Parts.
 - b. **PR 25 01** for use with the Diagnostic Testing Laboratories Professional Liability Coverage Part.
2. The limits of insurance may be amended to combine the aggregate limits when individual liability and partnership, limited liability company, association or corporation professional liability is provided. Use Amendment – Combined Aggregate Limit Of Insurance Endorsement:
 - a. **PR 25 02** for use with the Physicians, Surgeons And Dentists Professional Liability Coverage Part.
 - b. **PR 25 03** for use with the Allied Health Care Providers Professional Liability Coverage Part.
 - c. **PR 25 04** for use with the Optometrists Professional Liability Coverage Part.

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d. **PR 25 05** for use with the Veterinarians Professional Liability Coverage Part.

G. Interline Endorsements

1. To state that the company will use the rules and rates in effect at the time of renewal or anniversary date of the policy, attach Calculation Of Premium Endorsement **IL 00 03**.

This endorsement applies to all Medical Professional Liability Coverage Parts.

2. To change the following items of a policy (ILLINOIS):

- a. Insured's Name
- b. Insured's Mailing Address
- c. Policy Number
- d. Company
- e. Effective/Expiration Date
- f. Insured's Legal Status/Business of Insured
- g. Payment Plan
- h. Premium Determination
- i. Additional Interested Parties
- j. Coverage Forms and Endorsements
- k. Limits/Exposures
- l. Deductibles
- m. Covered Property/Located Description
- n. Classification/Class Codes
- o. Rates
- p. Underlying Insurance,

use Illinois Policy Changes Endorsement **IL 12 04**.

This endorsement applies to all Medical Professional Liability Coverage Parts.

Do not attach Policy Changes Endorsement **IL 12 01** to any Medical Professional Liability policy of insurance issued in the State of Illinois.

21. SPECIAL RULES APPLICABLE TO THE CLAIMS-MADE COVERAGE FORMS

A. Extended Reporting Periods

- 1. If the requirements relating to the termination, renewal or replacement of the claims-made coverage specified in Section **V** – Extended Reporting Period of the appropriate medical professional liability claims-made coverage form are met, an extended reporting period of unlimited duration is available for an additional charge. Attach Extended Reporting Period Endorsements:
 - a. **PR 27 00** for use with the Allied Health Care Providers, Optometrists, Physicians, Surgeons And Dentists and Veterinarians Professional Liability Coverage Parts; and
 - b. **PR 27 01** for use with the Blood Banks, Diagnostic Testing Laboratories and Hospital Professional Liability Coverage Parts.
- 2. The Named Insured must notify the company of their intent to purchase the Extended Reporting Period Endorsement within 30 days after the end of the policy period or the date of termination of the policy, whichever comes first.
- 3. The Extended Reporting Period starts with the end of the policy period and applies only to claims for injury caused by an incident which occurred on or after the Retroactive Date shown in the Declarations and before the end of the policy period, provided a claim for such injury is first made during the Extended Reporting Period.

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4. If the Extended Reporting Period is in effect, supplemental aggregate limits will be provided for any claim first made during the Extended Reporting Period.

The supplemental aggregate limits will be equal to the dollar amount shown in the Declarations or any amendments thereto in effect at the end of the policy period. When Extended Reporting Period Endorsements **PR 27 00** or **PR 27 01** are used, these supplemental aggregate limits will apply separately for the Individual Professional Liability Aggregate Limit and the Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit.

5. The following applies only to Physicians, Surgeons And Dentists, Allied Health Care Providers, Optometrists and Veterinarians Professional Liability Coverage:

If the circumstances relating to the insured's death, permanent disability or permanent retirement are met, as specified in Section V – Extended Reporting Period, an Extended Reporting Period In Case Of Death, Permanent Disability Or Retirement of unlimited duration will be automatically provided without charge. This Extended Reporting Period starts with the end of the policy period and does not apply to claims that are covered under any subsequent insurance or extended reporting period purchased or to claims that would be covered but for the exhaustion of the amount of insurance applicable to such claims.

The Extended Reporting Period In Case Of Death, Permanent Disability Or Retirement does not reinstate or increase the limits under the policy.

B. Retroactive Date

The Retroactive Date is a specific date entered on the Declarations of the policy. Any injury which occurred prior to the Retroactive Date is not covered, even if a claim for such injury is first made during the policy period or any Extended Reporting Period. Once a Retroactive Date is established for an insured, it can only be advanced with the written consent of the first Named Insured, and then only:

1. If there is a change in carrier;
2. If there is a substantial change in the insured's operations which results in an increased exposure to loss;
3. If the insured fails to provide the company with information:
 - a. The insured knew or should have known about the nature of the risk insured which would have been material to the insurer's acceptance of the risk; or
 - b. Which was requested by the company; or
4. At the request of the insured.

Prior to the advancement of the Retroactive Date under any of these conditions, the company must obtain the written acknowledgment of the first Named Insured acknowledging that the first Named Insured has been advised of the right to purchase the Extended Reporting Period Endorsement.

If "none" is entered on the Declarations of the policy, there is no Retroactive Date. If there is no Retroactive Date, coverage may be afforded for injury occurring prior to the inception date of the policy.

C. Claims-made Rates

To obtain the claims-made rates, apply the multipliers in Table **21.C.#2(RF)** to the basic limits rate shown on the state rates.

22. YEAR 2000 COMPUTER-RELATED ENDORSEMENTS

Choose one of the following four options:

A. Option One – Exclusion – Year 2000 Computer-related And Other Electronic Problems Endorsements

To exclude coverage for all risks associated with a computer or computer-related, actual or alleged failure, malfunction, inadequacy or inability to correctly recognize, distinguish, interpret or accept the year 2000 and beyond, attach Exclusion – Year 2000 Computer-related And Other Electronic Problems Endorsements:

1. **PR 21 04** to the Blood Banks Professional Liability Coverage Part, Diagnostic Testing Laboratories Professional Liability Coverage Part and the Hospital Professional Liability Coverage Part.

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2. **PR 21 05** to the Allied Health Care Providers Professional Liability Coverage Part, Optometrists Professional Liability Coverage Part, Physicians, Surgeons And Dentists Professional Liability Coverage Part and the Veterinarians Professional Liability Coverage Part.

B. Option Two – Year 2000 Computer-related And Other Electronic Problems – Limited Coverage Options Endorsements

Optional coverage for liability arising out of computer-related problems due to the year 2000 may be provided by attaching Year 2000 Computer-related And Other Electronic Problems – Limited Coverage Options Endorsements:

1. **PR 04 07** to the Blood Banks Professional Liability Coverage Part, Diagnostic Testing Laboratories Professional Liability Coverage Part and the Hospital Professional Liability Coverage Part.
2. **PR 04 08** to the Allied Health Care Providers Professional Liability Coverage Part, Optometrists Professional Liability Coverage Part, Physicians, Surgeons And Dentists Professional Liability Coverage Part and the Veterinarians Professional Liability Coverage Part.

Insurers and insureds must agree on the location, operations, tests, treatments, products or services that will receive coverage by filling in the proper information in Schedule **A** – Description Of Location, Operations, Tests, Treatments, Products Or Services To Be Covered.

This coverage may be provided with a deductible by attaching the applicable Deductible Liability Insurance Endorsement.

Refer to company for rating.

C. Option Three – Year 2000 Computer-related And Other Electronic Problems – Exclusion Of Designated Locations, Operations, Tests, Treatments, Products Or Services

To exclude coverage for specific aspects of insured risks arising out of computer-related problems due to the change to the year 2000, for specified locations, operations, tests, treatments, products or services, attach Year 2000 Computer-related And Other Electronic Problems – Exclusion Of Designated Locations, Operations, Tests, Treatments, Products Or Services Endorsements:

1. **PR 21 06** to the Blood Banks Professional Liability Coverage Part, Diagnostic Testing Laboratories Professional Liability Coverage Part and the Hospital Professional Liability Coverage Part.
2. **PR 21 07** to the Allied Health Care Providers Professional Liability Coverage Part, Optometrists Professional Liability Coverage Part, Physicians, Surgeons and Dentists Professional Liability Coverage Part and the Veterinarians Professional Liability Coverage Part.

Insurers and insureds must agree on the location, operations, tests, treatments, products or services that will be excluded by filling in the proper information in the Schedule – Description Of Location, Operations, Tests, Treatments, Products Or Services To Be Excluded.

Refer to company for rating.

D. Option Four – No Endorsements

If a risk does not have a year 2000 exposure or you are willing to accept the year 2000 exposure of a risk at no additional premium, attach no endorsement.

If a risk presents a unique or unusual exposure due to the change to the year 2000 and you accept that risk without any endorsements, refer to company for rating.

23. – 25. RESERVED FOR FUTURE USE

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SECTION II - COVERAGE RULES

26. – 27. RESERVED FOR FUTURE USE

28. ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE

A. Description Of Allied Health Care Providers Professional Liability Coverage

1. Two standard coverage forms are available for Allied Health Care Providers risks. One coverage form provides coverage on an occurrence basis and one coverage form provides coverage on a claims-made basis.
2. These coverage forms provide coverage against claims for injuries arising out of acts or omissions:
 - a. In the providing of or failure to provide professional health care services; or
 - b. Arising out of the insured's involvement with a formal accreditation, standards review or equivalent professional board or committee.
3. Allied Health Care Providers risks are those health care professionals that are not licensed physicians or surgeons. This group includes nurses, chiropractors, chiropractors, podiatrists, lab or x-ray technicians and physiotherapists. For a description of the risks for which this coverage form may be used, refer to the Classification Section.
4. For details of coverage:
 - a. Refer to coverage forms:
 - (1) Allied Health Care Providers Professional Liability Coverage Form (Occurrence Version) **PR 00 05.**
 - (2) Allied Health Care Providers Professional Liability Coverage Form (Claims-made Version) **PR 00 06.**
 - b. Refer to mandatory multistate endorsements:
 - (1) Broad Form Nuclear Exclusion Endorsement **IL 00 21.**
 - (2) Common Policy Conditions Endorsement **IL 00 17.**
 - c. Refer to mandatory state endorsements listed in the state endorsements:
 - (1) Illinois Changes - Cancellation And Nonrenewal **PR 02 05.**
 - (2) Illinois Changes **PR 01 55.**
 - (3) Illinois Changes - Civil Union Endorsement **IL 01 47.**
 - (4) Illinois Changes - Defense Costs Endorsement **IL 01 62.**
5. The appropriate:
 - a. Coverage form;
 - b. Mandatory endorsements (including those required for use in a particular jurisdiction);
 - c. Other applicable endorsements; and
 - d. Declarationsmake up a Coverage Part.

B. Basic Limits

1. Company rates are shown at a \$500,000 limit:
 - a. For each Medical Incident, subject to a \$1,500,000 Individual Professional Liability Aggregate Limit; or
 - b. For each Business Entity Incident, subject to a \$1,500,000 Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit.

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2. The limits described in Paragraph 1. apply separately to individual and partnership liability. For individual liability, the limits also apply separately to each individual named insured. For partnership liability, only one set of limits applies regardless of the number of insureds.
3. The Aggregate Limit applies separately to each year of the policy or any applicable policy period less than one year (other than an extension of less than one year after the policy is issued).
4. The Aggregate Limit may be reinstated when exhausted. Refer to company.

C. Increased Limits

For increased limits tables, refer to state tables in accordance with Rule 17.

D. Additional Interests

Policies may be written to cover the following additional interests:

1. No Additional Charge

- a. Additional Insured – Controlling Interest Endorsement **PR 20 11**.
- b. Additional Insured – Executors, Administrators, Trustees Or Beneficiaries Endorsement **PR 20 12**.

2. Additional Charge

- a. For the named insured's employees, use Additional Insured – Employees Endorsement **PR 20 02** (For Occurrence Version) or **PR 20 03** (For Claims-made Version). Additional Premium Charge: \$100.
- b. For the Blanket Additional Insured, use Additional Insured – Automatic Status of a Person or Organization When Required in a Contract or Agreement With You Endorsement **GMIC AI 01 11**. Additional Premium Charge: \$500.

E. Deductible Endorsement

When deductible insurance is selected by the insured, the deductible applies on a per medical incident and/or per business entity incident basis. Use Deductible Liability Insurance Endorsement **PR 03 02**.

F. Partnership Or Limited Liability Company Professional Liability

When both partnership, or limited liability company, professional liability and individual liability are covered, compute the premium using:

1. The partnership liability rate for each partner (or member of a limited liability company); and
2. The appropriate rate for each employee of the partnership or limited liability company, if any.

G. Professional Association Or Corporation Professional Liability

1. Classify and rate such risks which practice medicine or dentistry the same as partnerships; that is, classify the stockholders in the same manner as partners and the association or corporation in the same manner as partnerships.
2. Professional corporations consisting of a single individual must be treated as additional insureds.

28. ALLIED HEALTH – ADDITIONAL RULES

A. Eligibility

1. Rule 28 – ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE eligibility is expanded to include risks described in this additional rule.
2. Eligible ALLIED HEALTH Care risks are primarily engaged in providing a wide range of health care, personal care and social services to individuals and families.
3. Services are typically provided by health care professionals that are not licensed physicians or surgeons. This group includes, but is not limited to, nurses, chiropractors, chiropractors, podiatrists, lab or x-ray technicians and physiotherapists.
4. Services may be provided in accordance with the plan of care established by a physician.

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5. Services can be provided in the client's home, a hospital, nursing home, hospice facility or other similar facilities.
6. Eligible services include, but are not limited to, the services described under paragraph C.3. below.

B. Classifications

1. The classifications listed in paragraph C.3. below are utilized in determining ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY eligibility and basic limits rates.
2. Based on the insured's business operations, choose the classification which best describes the operation. More than one classification assignment may be necessary for risks with multiple business operations.

C. Company Basic Limit Rates – Allied Health Classifications

1. Manual rates are shown at a \$500,000 for each Medical or Business Entity Limit and \$1,500,000 Aggregate Limit.
2. Manual rates shown are Professional Liability Coverage annual occurrence rates.
3. Manual rates apply to the appropriate classification premium base.

RATE TABLE			
Class Code	Classification Description	Premium Basis	Basic Limits Rate
00101	Home Health Care - Skilled Services <ul style="list-style-type: none"> • Skilled Nursing - Registered Nurse, LPN, LVN or CNA regularly evaluates the client's nursing needs and furnishes those services requiring substantial and specialized nursing skill. 	Per \$1,000 Payroll	\$ 7.60
00150	Hospice Care <ul style="list-style-type: none"> • Specialized care for people in final phase of life. 	Per \$1,000 Payroll	\$ 5.50
00102	Home Health Care - Therapeutic Services <ul style="list-style-type: none"> • Physical Therapy • Occupational Therapy • Speech Therapy 	Per \$1,000 Payroll	\$ 4.77
00103	Home Health Care - Personal Care Services <ul style="list-style-type: none"> • Social Worker - Worker counsels client and family in the social and emotional factors related to health problems. • Personal Care - Employee provides hands-on personal care services such as help with bathing, dressing, walking, or performing other activities of daily living. • Non-Medical Support - Employee provides supportive care such as help with the laundry, cooking or shopping, transportation and companionship. • Meals-On-Wheels services. 	Per \$1,000 Payroll	\$ 3.42
00106	Adult Day Care <ul style="list-style-type: none"> • Adult Day Care – Business provides supervision, medical care and social activities for senior citizens or other adults who live at home but cannot be left alone, or prefer to be with others, during the day. 	Per Person	\$ 33.41
00108	Assisted Living <ul style="list-style-type: none"> • Assisted Living Facilities. 	Per Bed	\$ 288.89
00109	Clinical Trials <ul style="list-style-type: none"> • Clinical Trials - Research, Development or Testing Laboratories. 	Per \$1,000 Payroll	\$ 6.76

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00110	Medical Offices - Certified Registered Nurse Anesthetists (CRNA)	Per \$1,000 Payroll	\$ 7.60
00111	Medical Offices - Phlebotomist	Per \$1,000 Payroll	\$ 7.60
00112	Medical Offices- Not otherwise classified	Per \$1,000 Payroll	\$ 7.60

D. Premium Basis Definitions

1. Payroll means premium bases as defined under Division Six General Liability rules.
2. Person means licensed capacity of facility.
3. Bed means licensed beds of facility.

E. Prior Acts Coverage Pricing

For Prior Acts Coverage, use "Prior Acts" Coverage Endorsement **GMIC PL PA 09**.

Prior Acts Year	% of Occurrence Rate
Retro date is 1 year	60%
Retro date is 2 years	70%
Retro date is 3 years	80%
Retro date is 4 years	90%
Retro date is 5 years	100%
Retro date is 6 years	105%
Retro date is 7 years	110%
Retro date is 8 or more	115%

29. – 32. RESERVED FOR FUTURE USE

SECTION III - CLASSIFICATIONS

33. CLASSIFICATION PROCEDURES

For classification assignment purposes, classification wording or classification notes takes precedence over any General or Coverage Rules.

A. Hospital Risks

1. For Classification Assignment Purposes

- a. Based on the insured's business operation, choose the classification from Table **#1(CT)** which best describes the operation.
- b. More than one classification may be necessary for risks with multiple business operations.
- c. If none of the classifications adequately describe an operation, refer to company.
- d. The "Convalescent or Nursing Homes", "Mental-psychopathic Institutions" and "Rehabilitation Hospital" classifications shall apply to any osteopathic institution other than osteopathic hospitals and osteopathic clinics.
- e. The classification for "Clinics, Dispensaries or Infirmarys" does not apply to drugless healing institutions such as chiropractic, naturopathic, sanipractic and Christian Science Institutions. Such risks shall be submitted for rating.
- f. Hospitals, institutions and clinics operated by the federal government or a state, county, city or other governmental unit shall be rated as not-for-profit hospitals, institutions or clinics, as appropriate.

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2. For Premium Computation Purposes

- a. Hospital classifications, depending on the service provided, are rated on either a "beds" or an "outpatient visits" basis or both.
- b. Hospitals are subject to additional premium charges for each of their employed staff physicians, surgeons or dentists, other than interns, who do not have their own private practices. Follow the same rules for classifying the physicians, surgeons or dentists insured for Physicians, Surgeons And Dentists Professional Liability insurance, as described in this manual, to determine the appropriate rating for such employed physicians, surgeons or dentists. Apply the factor shown in Table **33.A.2.b.(RF)** to the rates from the appropriate classifications for each employed physician, surgeon or dentist to calculate the additional charges.

B. Physicians And Surgeons Risks

1. For Classification Assignment Purposes

- a. When multiple physicians and surgeons are covered under the same policy, each insured physician or surgeon shall be assigned to one classification only, based on that person's medical specialty.
- b. If two or more classifications apply to the same individual, use the highest rated classification.
- c. Any individual who would normally be assigned to a classification whose code number is followed by an asterisk must be classified under the appropriate "Physicians – no major surgery" table if he or she performs any of the following medical techniques or procedures, as shown in Table **#3(CT)**:
 - (1) Acupuncture other than acupuncture anesthesia
 - (2) Angiography
 - (3) Arteriography
 - (4) Catheterization – arterial, cardiac or diagnostic – other than:
 - (a) The occasional emergency insertion of pulmonary wedge pressure recording catheters or temporary pacemakers;
 - (b) Urethral catheterization; or
 - (c) Umbilical cord catheterization for diagnostic purposes or for monitoring blood gases in newborns receiving oxygen
 - (5) Cryosurgery, other than use on benign or premalignant dermatological lesions
 - (6) Discograms
 - (7) Lasers used in therapy
 - (8) Lymphangiography
 - (9) Myelography
 - (10) Phlebography
 - (11) Pneumoencephalography
 - (12) Radiation therapy, including X-ray laboratories
 - (13) Shock Therapy
- d. Any individual who would normally be assigned to a classification whose code number is followed by a cross-hatch must be classified under the appropriate "Physicians – no major surgery" table if he or she performs any of the following medical techniques or procedures, as shown in Table **#4(CT)**:
 - (1) Colonoscopy
 - (2) Endoscopic Retrograde Cholangiopancreatography
 - (3) Laparoscopy (Peritonoscopy)

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- (4) Needle Biopsy, including lung and prostate, but not including liver, kidney or bone marrow biopsy
 - (5) Pneumatic or mechanical esophageal dilation (not with bougie or olive)
 - (6) Radiopaque Dye Injections, into blood vessels, lymphatics, sinus tracts or fistulae (Not applicable to radiologists)
 - e. Table **#18(CT)** provides information regarding the correlation between the medical specialties under the General Certificates and Subspecialty Categories, as approved by the American Board of Medical Specialties (ABMS). Refer to Table **#18(CT)** to determine the appropriate classification for an insured physician or surgeon when the medical specialty provided by such insured physician or surgeon is only listed in the Subspecialty Categories as described by the ABMS.
 - f. Physicians or surgeons that teach on a full-time basis shall be classified in accordance with the Teaching Physicians And Surgeons classifications as shown in Table **#2(CT)**.
 - g. Physicians and surgeons in active United States Military Service shall be classified in accordance with Table **#6(CT)**.
 - h. Medical Doctors (M.D.) and Doctors of Osteopathy (D.O.) are to be coded separately for statistical reporting purposes in accordance with the codes shown in the applicable Classification Tables.
 - i. Retired physicians or surgeons who practice on a limited basis may be insured on a "refer-to-company" basis. For statistical purposes, use Code 80179 for medical doctors and Code 84179 for osteopathic doctors.
 - j. Any insured physician or surgeon who provides regular bed and board facilities for patients shall be classified and rated as a hospital. Refer to the rules for Hospital Professional Liability Coverage.
 - k. Refer to the definitions of Medical and Surgical Dental Terminology section of the classification table for the Medical and Surgical Specialties Glossary, and the Medical and Surgical Procedures Glossary, for reference.
 - l. For partnership or corporate liability coverage, use the appropriate additional charge classifications in Table **#7(CT)**.
 - m. Physicians and surgeons who serve on medical review boards are subject to an additional charge as provided in Table **#8(CT)**.
2. **For Premium Computation Purposes**
- a. Physicians and surgeons classifications are rated on a "per-person" basis.
 - b. For physicians or surgeons employed full time by the Federal Government, apply the factor shown in Table **33.B.2.b.(RF)** of the rates which would otherwise apply to such physicians or surgeons, based on the classification assignment which reflects their medical specialty. For statistical reporting purposes use Code 80178 for medical doctors and Code 84178 for osteopathic doctors.
 - c. Insured physicians or surgeons are subject to additional premium charges based on the applicable additional charges classification shown in Table **#7(CT)**. These additional charge classifications are not designed to be used as governing classifications, except for the Partnership Liability and Corporate Liability classifications (Codes 80999 and 84999). Refer to the notes for the application of these classifications.

C. Dentists Risks

1. For Classification Assignment Purposes

- a. When multiple dentists are covered under the same policy, each insured dentist shall be assigned to one classification only. Refer to Table **#9(CT)**, for the appropriate classification.
- b. If two or more classifications apply to the same individual, use the highest rated classification.

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- c. Refer to Paragraph **C.** in the definitions of Definition of Medical and Surgical Dental Terminology section of the classification table for information regarding the special areas of dental practice recognized by the American Dental Association.
- d. Dentists that teach on a full-time basis shall be classified in accordance with the Teaching Dentists classifications as shown in Table **#9(CT)**.
- e. Dentists in active United States Military Service shall be classified in accordance with the Table **#11(CT)**.
- f. Retired dentists who practice on a limited basis may be insured on a "refer-to-company" basis. For statistical purposes, use Code 80220.
- g. For partnership or corporate liability coverage, use the appropriate additional charge classifications in Table **#10(CT)**.

2. For Premium Computation Purposes

- a. Dentists classifications are rated on a "per-person" basis.
- b. For dentists employed full time by the Federal Government, refer to Table **#12(CT)** to determine the appropriate classification.
- c. Insured dentists are subject to additional premium charges for specific situations shown in Table **#10(CT)**. Refer to Table **#10(CT)** to determine the appropriate additional charges.

D. Miscellaneous Medical Professional Risks

1. Classifications

Miscellaneous classifications are composed of those classifications which are not assignable to Hospitals, Physicians and Surgeons or Dentists categories. Refer to:

- a. Tables **#13(CT)** and **#14(CT)** for miscellaneous medical – individual risks.
- b. Table **#15(CT)** for additional charges for certain miscellaneous medical individual risks classifications, in accordance with Tables **#13(CT)** and **#14(CT)**.
- c. Table **#16(CT)** for other than individual risks for blood banks and medical or x-ray laboratories.
- d. Table **#17(CT)** for paraprofessionals for emergency medical technicians, paramedics and ambulance attendants.

2. Rating Bases

The classifications have various rating bases. Choose a classification that best describes the risk's operations and determine whether the insured is or is not an employee.

- a. Blood Banks classifications are rated on a "donations" basis.
- b. Medical or X-ray Laboratories classifications are rated on a "receipts" basis.
- c. Acupuncturists are rated on a "per-person" basis.
- d. Art, Music and Dance Therapists are rated on a "per-person" basis.
- e. Nurses classifications are rated on a "per-person" basis.
- f. All other classifications shown under Other Than Employees Professional Liability in Table **#13(CT)** are rated on either a "per-person" or "per-partner" basis.
- g. All classifications shown under Employees Professional Liability in Table **#13(CT)** are rated on a "per-person" basis.
- h. Paraprofessionals are rated on a "per-person" basis.

3. Classification Assignment And Premium Computation Purposes

- a. For the following risks:
 - (1) Blood Banks; and
 - (2) Medical or X-ray Laboratories,

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follow the same rules which apply for Hospital Professional Liability Coverage, to the extent such rules apply to miscellaneous medical professional risks.

- b. For all other risks shown in Tables #13(CT) and #14(CT) follow the same rules which apply for Physicians And Surgeons Professional Liability Coverage, to the extent such rules apply to miscellaneous medical professional risks.

RATING RELATIVITIES AND FACTORS SUPPLEMENTAL TABLE(S)

Description	M.D. Code No.	D.O. Code No.	Factor
Employed Nurse Anesthetist	80452	84452	.10
Employed Physicians And Surgeons	80177	84177	.25

Table #1(RF) Physicians And Surgeons – Additional Charges

RATING RELATIVITIES AND FACTORS

SECTION I GENERAL RULES

**RULE 5.
PREMIUM COMPUTATION**

Term Of Policy	Term Factor
6 months	0.5
18 months	1.5
2 years	2.0
3 years	3.0

Table 5.A.1.(RF) Prepaid Policies

Factor
1.1

Table 5.A.2.(RF) Prepaid Policies

RULE 11. POLICY CANCELLATIONS

Factor
.90

Table 11.B.(RF) Other Calculations

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17. INCREASED LIMITS TABLES

Aggregate	Per Medical Incident						
	\$100	200	250	300	500	750	1,000
\$300	0.63	0.71	0.74	0.77			
400	0.64	0.73	0.76	0.79			
500	0.65	0.75	0.78	0.81	0.92		
600	0.66	0.77	0.80	0.83	0.94		
750		0.79	0.82	0.85	0.96	1.05	
900		0.81	0.84	0.87	0.98	1.08	
1,000		0.82	0.85	0.88	0.99	1.09	1.14
1,500		0.83	0.86	0.89	1.00	1.11	1.17
2,000				0.90	1.01	1.12	1.18
2,500						1.13	1.19
3,000							1.20
The following factors MUST be referred to company before using.							
Aggregate	Per Medical Incident*						
	\$1,500	2,000	2,500	3,000			
\$1,500	1.26						
2,000	1.27	1.33					
2,500	1.28	1.34	1.40				
3,000	1.29	1.35	1.41	1.45			
4,000	1.30	1.36	1.42	1.46			
5,000	1.31	1.37	1.43	1.47			
* Per Optometric Incident for Optometrists							

Table 17.E.6. Allied Health Care and Optometrists

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RULE 18. DEDUCTIBLES

Deductible Amount	Discount Factor
\$ 250	0.001
500	0.002
750	0.003
1,000	0.004
2,000	0.008
3,000	0.012
4,000	0.015
5,000	0.019
10,000	0.035
15,000	0.051
20,000	0.065
25,000	0.079
50,000	0.139
75,000	0.188
100,000	0.229
150,000	0.293
200,000	0.341
250,000	0.381
500,000	0.510
750,000	0.580
1,000,000	0.620

Table 18.C.#5(RF) Allied Health Care

**RULE 21.
SPECIAL RULES APPLICABLE TO THE CLAIMS-MADE COVERAGE FORMS**

The factors in the Optional Extended Reporting Period Table below shall be applied to the expiring annual premium.

Optional Extended Reporting Periods	
Years of Claims-Made Coverage	Factor
1 year	100%
2 years	150%
3 years	200%

The expiring premium times the factor from the table above will determine the final premium. Not subject to any further modification.

Physicians And Surgeons, Allied Health Care And Optometrists Professional Liability Coverage												
Number Of Whole Years In Claims-made Program	Number Of Months In Claims-made Program											
	0	1	2	3	4	5	6	7	8	9	10	11
0	.25	.27	.29	.31	.33	.35	.37	.40	.42	.44	.46	.48
1	.50	.52	.54	.56	.58	.60	.62	.65	.67	.69	.71	.73
2	.75	.75	.76	.76	.77	.77	.77	.78	.78	.79	.79	.80
3	.80	.80	.81	.81	.82	.82	.82	.83	.83	.84	.84	.85
4	.85											

Table 21.C.#2(RF)Physicians And Surgeons, Allied Health Care And Optometrists

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SECTION III - CLASSIFICATIONS

33. CLASSIFICATION PROCEDURES

Factor
.35

Table 33.A.2.b.(RF) For Premium Computation Purposes

Factor
.75

Table 33.B.2.b.(RF) For Premium Computation Purposes

CLASSIFICATION TABLE

INTRODUCTION

A. Introduction

This section contains an alphabetical listing of classification and rating information for Division Seven – Medical Professional Liability. The classification listing has been divided into four tables for:

1. Hospitals
2. Physicians And Surgeons
3. Dentists
4. Miscellaneous Medical Professionals

B. Explanation Of Classification System

The purpose of the classification system is to group insureds into classifications so that the rate for each classification reflects the hazards common to those insureds.

The classification system used in this manual basically reflects the grouping methods adopted by the involved medical professional associations (e.g., the American Hospital Association, American Board of Medical Specialties) for their statistical gathering purposes. However, this classification system may not necessarily be identical to those utilized by different medical professional associations.

BASES OF PREMIUM

The exposure base used for determining the premium charge for each classification is indicated in the specific classification. The definitions of the bases of premium are as follows:

A. Beds

The daily average number of beds, cribs and bassinets occupied during the policy period.

The rates apply per bed.

B. Donations

The total of all blood donations administered by the named insured during the policy period.

The rates apply per donation.

C. Outpatient Visits

The total number of visits made during the policy period by patients who do not receive bed and board service.

The rates apply per 100 outpatient visits.

D. Person

Each individual who is being insured.

The rates apply per person.

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DEFINITIONS, ABBREVIATIONS AND SYMBOLS

A. Premium Bases

The following premium bases are used with the classifications in this manual:

Symbol	Description
o	Outpatient Visits
b	Beds
d	Donations
r	Person
t	See classification notes

B. NOC

"NOC" means Not Otherwise Classified. A classification designated "NOC" shall apply only if no other classification more specifically describes the insured's business.

C. Notes

The last column in the Classification Tables, "Notes For Company Use", may be used by companies for additional information.

D. Including

If a classification contains the descriptive phrase "including...", the operations which are so designated shall not be assigned to a separate classification even though such operations are described by another classification or are at a separate location.

E. D.O.

D.O. means Doctor of Osteopathy.

F. For-profit Hospital, Institution Or Clinic

For-profit Hospital, Institution or Clinic means one which is neither a "Governmental Hospital, Institution or Clinic" nor a "Not-for-profit Hospital, Institution or Clinic", as defined in this section.

G. Major Surgery

Major Surgery means:

- a. Performing major surgery; or
 - b. Assisting in major surgery on patients other than the insured's.
- Tonsillectomies, adenoidectomies and cesarean sections are major surgery.

H. M.D.

M.D. means Medical Doctor.

I. Minor Surgery

Minor Surgery means:

- a. Performing minor surgery (including obstetrical procedures which are not major surgery);
- b. Assisting in major surgery on the insured's patients.

J. No Surgery

No Surgery means neither performing surgery nor obstetrical procedures nor assisting in surgery. Incising of boils and superficial fascia, suturing of minor lacerations and removal of superficial skin lesions by other than surgical incision are not surgery.

K. Not-for-profit Hospital, Institution Or Clinic

Not-for-profit Hospital, Institution or Clinic means one which is not operated by a governmental unit and the net earnings of which do not inure to the benefit of any private individual.

L. Teaching Physician Or Surgeon

Teaching Physician or Surgeon means one who teaches on a full-time basis and has no private practice.

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DEFINITIONS OF MEDICAL AND SURGICAL/DENTAL TERMINOLOGY

A. Medical And Surgical Specialties Glossary

1. Aerospace Medicine means the branch of medicine which deals with physiological, medical, psychological and epidemiological (i.e., disease-related) problems in present day air and space travel.
2. Allergy means a condition in which an individual is sensitive to a substance (or temperature) that does not affect most other people – such as pollen, dust or food.
3. Anesthesiology means the branch of medicine specializing in anesthesia – the abolition of sensation or the rendering unconscious by artificial means.
4. Broncho-esophagology means the branch of medicine which deals with the bronchial tree (body tubes which carry air) and the esophagus (muscular tubular organ which carries food from mouth to stomach).
5. Cardiovascular Disease means any disease pertaining to the heart and blood vessels.
6. Critical Care Medicine means the branch of medicine which provides around-the-clock monitoring and treatment of life-endangered patients by highly-trained physicians and nurses in emergency departments and special care units.
7. Dermatology means the branch of medicine that deals with diagnosis and treatment of diseases of the skin.
8. Diabetes means the branch of medicine that deals with a disease associated with deficient insulin secretion.
9. Endocrinology means the branch of medicine that deals with the endocrine (ductless) glands (e.g., thyroid) and the various internal secretions.
10. Forensic Medicine, refer to Legal Medicine.
11. Gastroenterology means the branch of medicine that deals with the anatomy, physiology and pathology of the stomach and intestines.
12. General Preventive Medicine means the branch of medicine which aims at the prevention of disease.
13. Geriatrics means the branch of medicine that deals with the structural changes, physiology, diseases and hygiene of old age.
14. Gynecology means the branch of medicine that deals with the functions and diseases peculiar to women.
15. Hematology means the branch of medicine that deals with the blood and its diseases.
16. Hospitalist is a hospital-based general physician who manages the care of hospital patients in place of the patients' primary care physicians.
17. Hypnosis means a trance-like condition that can be artificially induced, characterized by an altered consciousness, diminished will power, and an increased responsiveness to suggestion.
18. Infectious Diseases means any diseases that are due to the growth and action of microorganisms or parasites in the body, and that may or may not be contagious.
19. Internal Medicine means the branch of medicine that is concerned with the diagnosis, prevention and treatment of disease in adults.
20. Laryngology means the branch of medicine that deals with the larynx (throat part, vocal cords), its functions and its pathology.
21. Legal Medicine means the application of medical principles in law (also called Forensic Medicine).
22. Manipulation means the skillful handling in the adjustment of an abnormality or the bringing about of a desirable condition, as the changing of the position of the fetus, the alignment of the fragments of a broken bone, the replacement of a protruding organ (in hernia), etc.

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- 23.** Medical Technologist is a laboratory professional who performs clinical laboratory analysis as well as fine line discrimination and the correction of errors.
- 24.** Neoplastic Diseases means any diseases that are concerned with any new and abnormal growth, such as a tumor.
- 25.** Nephrology means the branch of medicine that deals with the kidney and its diseases.
- 26.** Neurology means the branch of medicine that deals with the nervous system and its disorders.
- 27.** Nuclear Medicine means the branch of medicine that deals with diagnostic, therapeutic and investigative use of radioactive materials or radiopharmaceuticals.
- 28.** Nurse Practitioner is a registered nurse with advanced training who is qualified to assume some of the duties and responsibilities of a physician.
- 29.** Nutrition means the branch of medicine that deals with the act or process of nourishing or taking nourishment, especially the processes by which the food is assimilated.
- 30.** Obstetrics means the branch of medicine that deals with pregnancy and childbirth.
- 31.** Occupational Medicine means the branch of medicine that deals with treatment of work-related illnesses and injuries.
- 32.** Oncology means the branch of medicine that deals with the study of tumors.
- 33.** Ophthalmology means the branch of medicine that deals with the structure, functions and diseases of the eye.
- 34.** Orthotics means the branch of medicine dealing with the support and bracing of ineffective or weak joints and muscles.
- 35.** Otology means the branch of medicine that deals with the ear.
- 36.** Otorhinolaryngology means the branch of medicine that treats the ear, nose and throat.
- 37.** Pathology means the branch of medicine that deals with the origin, nature, causes and development of diseases.
- 38.** Pediatrics means the branch of medicine that deals with the diseases and hygienic care of children.
- 39.** Pharmacology, Clinical means the branch of medicine concerned with the nature, preparation, administration and effects of drugs.
- 40.** Physiatry means the practice of Physical Medicine.
- 41.** Physical Medicine means a consultative, diagnostic and therapeutic medical specialty coordinating and integrating the use of physical therapy (use of light, heat, cold, water, electricity and exercises), occupational therapy and physical reconditioning in the Professional Management of the diseased and injured.
- 42.** Preventive Medicine means the branch of medicine dealing with the prevention of disease.
- 43.** Psychiatry means the branch of medicine that deals with the diagnosis, treatment and prevention of mental disorders.
- 44.** Psychoanalysis means a system used in the investigation of the human mind and the treatment of mental disorders.
- 45.** Psychosomatic Medicine means the branch of medicine that investigates the reciprocal influences of body and mind in the cause, prevention, treatment and cure of disease.
- 46.** Public Health means the branch of medicine that deals with the protection and improvement of community health by organized community effort.
- 47.** Pulmonary Diseases means any diseases that are affecting the lungs.
- 48.** Radiology means the branch of medicine that relates to radiant energy and its application, especially in the diagnosis and treatment of disease.
- 49.** Rheumatology means the branch of medicine that treats rheumatism, a disease marked by the inflammation of the connective tissue structures of the body, especially the muscles and joints.

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- 50. Rhinology means the branch of medicine that relates to the nose and its diseases.
- 51. Roentgenology, refer to Radiology.
- 52. Sclerosant means a medicinal substance which induces inflammation in a tissue and a subsequent hardening or shrinkage. It is often used, by injection, in the treatment of varicose veins.
- 53. Sclerotherapy means the use of a chemical irritant (a sclerosant) to produce a hardening of a structure, as by injecting it into a varicose vein. See under sclerosant.
- 54. Sports Medicine means the branch of medicine dealing with the prevention and treatment of injuries and diseases related to participation in sports.
- 55. Surgery, Cardiovascular means surgery pertaining to the heart and blood vessels.
- 56. Surgery, Neurological means surgery pertaining to the nervous system.
- 57. Surgery, Orthopaedic means the branch of surgery concerned with the preservation and restoration of the function of the skeletal system.
- 58. Surgery, Plastic means surgery concerned with the restoration or reconstruction of body structures that are defective or damaged by injury or disease.
- 59. Surgery, Thoracic means surgery pertaining to the chest.
- 60. Surgery, Traumatic means surgery pertaining to trauma – a wound or injury.
- 61. Surgery, Urological means surgery pertaining to the urinary tract of both male and female and the genital organs of the male.
- 62. Surgery, Vascular means surgery of the blood vessels within the limbs of the body, or the trunk, neck, abdomen or head.
- 63. Urology is the branch of medicine dealing with the urinary or urogenital organs.

B. Medical And Surgical Procedures Glossary

- 1. Acupuncture means puncture of the skin with long, fine needles to cure disease or relieve pain.
- 2. Angiography means the injection of radiopaque dye into a blood vessel (artery or vein), with or without catheterization, for the purpose of radiological study of the vessel or its branches.
- 3. Arteriography means X-ray studies of arterial circulation following injection of radiopaque material into the blood stream.
- 4. Catheterization, Cardiac means passage of a small catheter (tubular instrument) into a vein in the arm and through the blood vessels into the heart, permitting the securing of blood samples, determination of intracardiac pressure, and detection of cardiac anomalies (irregularities).
- 5. Catheterization means the employment or passage of a catheter.
- 6. Cryosurgery means surgery that uses liquid nitrogen or carbon dioxide to freeze and destroy abnormal tissue.
- 7. Discograms means a radiological film of an intervertebral disk.
- 8. Endoscopy means the inspection of cavities of the body by use of the endoscope.
- 9. Inhalation Therapy is the therapeutic use of inhaled gases.
- 10. Laparoscopy (Peritonescopy) means a method of examining the peritoneal cavity by means of a peritonescope.
- 11. Lasers means an operating assembly used to emit a powerful, highly directional and coherent (nonspreading), monochromatic beam of light which has been used as a surgical tool and in research.
- 12. Lymphangiography means radiological visualization of lymphatic vessels (absorbent vessels which drain tissue fluid from various body tissues and return it to the blood) following injection of a contrast medium.

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13. Major Surgery includes operations in or upon any body cavity, including, but not limited to, the cranium, thorax, abdomen or pelvis; any other operation which, because of the condition of the patient or the length or circumstances of the operation presents a distinct hazard to life. It also includes: removal of tumors, bone fractures, amputations, the removal of any gland or organ and plastic surgery.
14. Minor Surgery means a surgical procedure of slight extent and not hazardous to life.
15. Myelography means radiological visualization of the spinal cord after injection of a contrast medium.
16. Needle Biopsy means biopsy in which the tissue or fluid gathering procedure is accomplished through the use of a syringe.
17. Phlebography means radiological visualization of veins following injection of a contrast medium.
18. Pneumoencephalography means X-ray studies of the head following injection of air or gas into the spinal canal following removal of some spinal fluid.
19. Radiation Therapy means the treatment of disease with any type of radiation, most commonly with ionizing radiation, including the use of roentgen rays, radium or other radioactive substances.
20. Radiopaque means not permitting the passage of radiant energy such as X-rays. Radiopaque substances, frequently called "contrast media", are introduced to part of a patient's body to be studied by X-ray. X-rays will not penetrate the radiopaque substance which causes the part to be studied to show white on an exposed X-ray film.
21. Shock Therapy means the treatment of certain psychotic disorders by the injection of drugs, or by electrical shocks, both methods inducing coma, with or without convulsions.

C. Special Areas Of Dental Practice

The American Dental Association Council on Dental Education recognizes the following areas of dental practice.

1. Dental Public Health is the prevention and control of dental diseases and promotion of dental health through organized community efforts.
2. Endodontics is the area of dentistry concerned with the morphology, physiology and pathology of the human dental pulp and periradicular tissues.
3. Oral and Maxillofacial Pathology is the area of dentistry concerned with the nature, identification and management of diseases affecting the oral and maxillofacial regions.
4. Oral and Maxillofacial Radiology is the specialty of dentistry and discipline of radiology concerned with the production and interpretation of images and data produced by all modalities of radiant energy that are used for the diagnosis and management of diseases, disorders and conditions of the oral and maxillofacial region.
5. Oral and Maxillofacial Surgery is a specialty of dentistry which includes diagnosis, surgical and adjunctive treatment of diseases, injuries and defects involving both the functional and esthetic aspects of the hard and soft tissues of the oral and maxillofacial region.
6. Orthodontics and Dentofacial Orthopedics is the area of dentistry concerned with the supervision, guidance and correction of the growing or mature dentofacial structures, including those conditions that require movement of teeth or correction of malrelationships and malformation of their related structures and the adjustment of relationships between and among teeth and facial bones by the application of force and/or the stimulation and redirection of functional forces within the craniofacial complex.
7. Pediatric Dentistry is an age-defined specialty providing both primary and comprehensive preventive oral health care for infants and children through adolescence.
8. Periodontics encompasses the prevention, diagnosis and treatment of diseases of the supporting and surrounding tissues of the teeth or their substitutes.

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9. Prosthodontics is that branch of dentistry pertaining to the restoration and maintenance of oral functions, comfort, appearance and health by the restoration of natural teeth and/or the replacement of missing teeth and contiguous oral and maxillofacial tissues with artificial substitutes.

D. Approved Specialty Boards and Certificate Categories

Refer to the table for approved specialty boards and certificate categories.

CLASSIFICATIONS – MISCELLANEOUS MEDICAL PROFESSIONAL

Description	Class Code	Premium Base	Notes
Other Than Employees Professional Liability			
Acupuncturists	80966	r	
Art, Music and Dance Therapists	80967	r	
Chiropodists/Podiatrists	80993	r	This is an NOC classification. This classification is subject to an additional charge when another chiropodist/podiatrist is employed by the insured chiropodist/podiatrist. Use the additional charge for employed chiropodists/podiatrists, Classification Code 80943, shown in Table #15(CT). Corporations and partnerships are subject to an additional charge, shown in Table #15(CT).
Chiropodists/Podiatrists in active United States Military Service	80935	r	
Chiropodists/Podiatrists employed full time by the Federal Government	80936	r	
Chiropractors	80410	r	This classification is subject to an additional charge when another chiropractor is employed by the insured chiropractor. Use the additional charge for employed chiropractors, Classification Code 80411, shown in Table #15(CT). Corporations and partnerships are subject to an additional charge, shown in Table #15(CT).
Hearing Aid Fitters/Audiologists	80968	r	
Inhalation/Respiratory Therapists	80969	r	
Massage Therapists	80970	r	
Medical Technologists	80971	r	
Nutritionists/Dietitians	80972	r	

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Description	Class Code	Premium Base	Notes
Occupational Therapists	80973	r	
Orthotists/Prosthetists	80974	r	
Psychologists	80975	r	
Employees Medical Professional Liability			
Dental Hygienists	80712	r	
Hearing Aid Fitters/Audiologists	80716	r	
Inhalation/Respiratory Therapists	80717	r	
Massage Therapists	80718	r	
Medical Laboratory Technicians	80711	r	
Medical Technologists	80719	r	
Nutritionists/Dietitians	80720	r	
Description	Class Code	Premium Base	Notes
Occupational Therapists	80721	r	
Opticians	80937	r	
Orthotists/Prosthetists	80722	r	
Pharmacists	59112	r	
Physiotherapists	80938	r	
Psychologists	80723	r	
X-ray Technicians	80713	r	This classification is subject to an additional charge when the insured X-ray technician does X-ray therapy work. Use additional charge Classification Code 80714, shown in Table #15(CT).

Table #13(CT) Miscellaneous Medical – Individual Risks

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Description	Class Code	Premium Base	Notes
Nurses Medical Professional Liability			
Midwives	80962	r	<p>This classification is subject to an additional charge when insured nurses or midwives are also anesthetists. Use additional charge Classification Code 80960, shown in Table #15(CT).</p> <p>This classification is also subject to an additional charge when the insured nurses or midwives administer X-ray therapy. Use additional charge Classification Code 80714, shown in Table #15(CT).</p>
Nurses – LPNs	80963	r	<p>This classification is subject to an additional charge when insured nurses or midwives are also anesthetists. Use additional charge Classification Code 80960, shown in Table #15(CT).</p> <p>This classification is also subject to an additional charge when the insured nurses or midwives administer X-ray therapy. Use additional charge Classification Code 80714, shown in Table #15(CT).</p>
Nurses – RNs	80964	r	<p>This classification is subject to an additional charge when insured nurses or midwives are also anesthetists. Use additional charge Classification Code 80960, shown in Table #15(CT).</p> <p>This classification is also subject to an additional charge when the insured nurses or midwives administer X-ray therapy. Use additional charge Classification Code 80714, shown in Table #15(CT).</p>
Nurse Practitioners	80965	r	

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Description	Class Code	Premium Base	Notes
Optometrists	80994	r	<p>This classification is subject to an additional charge when another optometrist is employed by the insured optometrist. Use the additional charge for employed optometrists, Classification Code 80944, shown in Table #15(CT).</p> <p>Corporations and partnerships are subject to an additional charge, shown in Table #15(CT).</p>
Physiotherapists	80995	r	<p>This classification is subject to an additional charge when there is another physiotherapist employed by the insured physiotherapist. Use the additional charge for employed physiotherapists, Classification Code 80945, shown in Table #15(CT).</p> <p>Corporations and partnerships are subject to an additional charge, shown in Table #15(CT).</p> <p>This is an NOC classification.</p>
Physiotherapists in active United States Military Service	80911	r	
Physiotherapists employed full time by the Federal Government	80912	r	
Veterinarians	07226	r	<p>This classification is subject to an additional charge when there is another veterinarian employed by the insured veterinarian. Use the additional charge for employed veterinarians, Classification Code 07221, shown in Table #15(CT).</p> <p>This is an NOC classification.</p>
Veterinarians – Household Pets	07225	r	<p>This classification is subject to an additional charge when there is another veterinarian employed by the insured veterinarian. Use the additional charge for employed veterinarians, Classification Code 07221, shown in Table #15(CT).</p>

Table #14(CT) Miscellaneous Medical – Individual Risks

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Description	Class Code	Premium Base	Notes
Chiropodists/Podiatrists			
Employed Chiropodists/Podiatrists	80943	r	The rate for this additional charge classification applies not only to employees who are individual insureds but also to employees of partnerships, limited liability companies, corporations or professional associations practicing medicine. It applies per employee regardless of the number of partners or members. It applies also to such personnel in pathological or X-ray laboratories operated or supervised by the insured.
Corporate Liability	80950	r	This classification is to be used as the governing classification when the individual insured chiropodist/podiatrist is also insured as either a partnership or corporation, as referenced in Rule 28.F. and G. , respectively. This classification is subject to any applicable additional charge classifications for employed chiropodists/podiatrists.
Partnership Liability	80950	r	This classification is to be used as the governing classification when the individual insured chiropodist/podiatrist is also insured as either a partnership or corporation, as referenced in Rule 28.F. and G. , respectively. This classification is subject to any applicable additional charge classifications for employed chiropodists/podiatrists.
Chiropractors			
Employed Chiropractors	80411	r	The rate for this additional charge classification applies not only to employees who are individual insureds but also to employees of partnerships, limited liability companies, corporations or professional associations practicing medicine. It applies per employee regardless of the number of partners or members. It applies also to such personnel in pathological or X-ray laboratories operated or supervised by the insured.

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Description	Class Code	Premium Base	Notes
Corporate Liability	80412	r	This classification is to be used as the governing classification when the individual insured chiropractor is also insured as either a partnership or corporation, as referenced in Rule 28.F. and G., respectively. This classification is subject to any applicable additional charge classifications for employed chiropractors.
Partnership Liability	80412	r	This classification is to be used as the governing classification when the individual insured chiropractor is also insured as either a partnership or corporation, as referenced in Rule 28.F. and G., respectively. This classification is subject to any applicable additional charge classifications for employed chiropractors.
Employees Medical Professional Liability			
X-ray Therapy	80714	r	
Nurses Medical Professional Liability			
Anesthetists	80960	r	
X-ray Therapy	80714	r	
Optometrists			
Employed Optometrists	80944	r	The rate for this additional charge classification applies not only to employees who are individual insureds but also to employees of partnerships, limited liability companies, corporations or professional associations practicing medicine. It applies per employee regardless of the number of partners or members. It applies also to such personnel in pathological or X-ray laboratories operated or supervised by the insured.
Corporate Liability	80956	r	This classification is to be used as the governing classification when the individual insured optometrist is also insured as either a partnership or corporation, as referenced in Rule 28.F. and G., respectively. This classification is subject to any applicable additional charge classifications for employed optometrists.

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Description	Class Code	Premium Base	Notes
Partnership Liability	80956	r	This classification is to be used as the governing classification when the individual insured optometrist is also insured as either a partnership or corporation, as referenced in Rule 28.F. and G., respectively. This classification is subject to any applicable additional charge classifications for employed optometrists.
Physiotherapists			
Employed Physiotherapists	80945	r	The rate for this additional charge classification applies not only to employees of individual insured physiotherapists but also to employees of partnerships, limited liability companies, corporations or professional associations practicing medicine. It applies per employee regardless of the number of partners or members. It applies also to such personnel in pathological or X-ray laboratories operated or supervised by the insured.
Corporate Liability	80955	r	This classification is to be used as the governing classification when the individual insured physiotherapist is also insured as either a partnership or corporation, as referenced in Rule 28.F. and G., respectively. This classification is subject to any applicable additional charge classifications for employed physiotherapists.
Partnership Liability	80955	r	This classification is to be used as the governing classification when the individual insured physiotherapist is also insured as either a partnership or corporation, as referenced in Rule 28.F. and G., respectively. This classification is subject to any applicable additional charge classifications for employed physiotherapists.
Veterinarians			

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Description	Class Code	Premium Base	Notes
Employed Veterinarians	07221	r	The rate for this additional charge classification applies not only to employees of individual insured physiotherapists but also to employees of partnerships, limited liability companies, corporations or professional associations practicing medicine. It applies per employee regardless of the number of partners or members. It applies also to such personnel in pathological or X-ray laboratories operated or supervised by the insured.
Corporate Liability	07222	r	This classification is to be used as the governing classification when the individual insured veterinarian is also insured as either a partnership or corporation, as referenced in Rule 28.F. and G., respectively. This classification is subject to any applicable additional charge classifications for employed veterinarians.
Partnership Liability	07222	r	This classification is to be used as the governing classification when the individual insured veterinarian is also insured as either a partnership or corporation, as referenced in Rule 28.F. and G., respectively. This classification is subject to any applicable additional charge classifications for employed veterinarians.

Table #15(CT) Miscellaneous Medical – Additional Charges – Individual Risks

Description	Class Code	Premium Base	Notes
Blood Banks	80992	d	
Medical or X-ray Laboratories	80715	t	The unit of exposure to which the rates are applied is each \$1000 of receipts.

Table #16(CT) Other-Than-Individual Risks

Description	Class Code	Premium Base	Notes
Emergency Medical Technicians and Paramedics	80976	r	
Ambulance Attendants	80977	r	

Table #17(CT) Paraprofessionals

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TERRITORY DEFINITIONS

Hospital Professional Liability

Miscellaneous Liability – Professional – Excluding
Veterinarians Professional Liability

Physicians, Surgeons and Dentists Professional
Liability

COOK COUNTY 001

REMAINDER OF STATE 002

Veterinarians Professional Liability

ENTIRE STATE 999

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ALLIED HEALTH SCHEDULE RATING PLAN

1. APPLICATION OF THIS SECTION

This section contains the Allied Health Schedule Rating Plan

2. ELIGIBILITY

All risks are eligible for schedule rating.

3. SCHEDULE RATING

A schedule rating modification may be applied to the otherwise chargeable premium in accordance with the following table, subject to a maximum credit or debit of 25%, to reflect such characteristics of the risk that are not reflected in its experience.

Risk Characteristic	Description	Range Of Modifications	
		Credit	Debit
Location	Exposure inside premises.	5%	5%
	Exposure outside premises.	5% to 5%	
Premises	Condition and care of premises.	10% to 10%	
Equipment	Type, condition and care of equipment.	10% to 10%	
Classification	Peculiarities of classification.	10% to 10%	
Employees	Selection, training, supervision, experience.	6% to 6%	
Cooperation	Medical Facilities.	2% to 2%	
	Safety Program.	2% to 2%	

SERFF Tracking Number: MRTN-127991921 State: Illinois
Filing Company: Great Midwest Insurance Company State Tracking Number: MRTN-127991921
Company Tracking Number: IL-PL-AH-2011-R-M002
TOI: 11.0 Medical Malpractice - Claims Sub-TOI: 11.0000 Med Mal Sub-TOI Combinations
Made/Occurrence
Product Name: Professional Liability - Allied Health Program
Project Name/Number: Professional Liability - Allied Health Program/IL-PL-AH-2011-R-M002

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Explanatory Memorandum Comments: Explanatory Memorandum Attachment: AH - PL Memorandum - rates.pdf		

	Item Status:	Status Date:
Satisfied - Item: Form RF3 - (Summary Sheet) Comments: Form RF3 - (Summary Sheet) Attachment: IL RF-3 - GMIC 1_23_12.pdf		

	Item Status:	Status Date:
Satisfied - Item: Certification Comments: Certification Attachment: IL signed form.pdf		

	Item Status:	Status Date:
Satisfied - Item: Manual Comments: See Rate/Rule tab		

	Item Status:	Status
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SERFF Tracking Number: MRTN-127991921 State: Illinois
Filing Company: Great Midwest Insurance Company State Tracking Number: MRTN-127991921
Company Tracking Number: IL-PL-AH-2011-R-M002
TOI: 11.0 Medical Malpractice - Claims Sub-TOI: 11.0000 Med Mal Sub-TOI Combinations
Made/Occurrence
Product Name: Professional Liability - Allied Health Program
Project Name/Number: Professional Liability - Allied Health Program/IL-PL-AH-2011-R-M002

Date:

Satisfied - Item: Expense Exhibit

Comments:

Expense Exhibit

Attachment:

Expense Exhibit OL 1010 CW GMIC.pdf

Item Status:

Status

Date:

Satisfied - Item: Authorization Letter

Comments:

A Filing Authorization Letter is attached.

Attachment:

GMIC Authorization Letter 10-1-11.pdf



Martin & Company

Publications & Insurance Services

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email: compliance@martincompanyus.com

**Great Midwest Insurance Company
NAIC #: 18694, FEIN #: 76-0154296
Initial Allied Health Professional Liability Filing**

Memorandum

Attached for your review is a Filing Authorization Letter authorizing Martin & Company to submit this filing on behalf of Great Midwest Insurance Company (hereinafter referred to as the company). Please direct all correspondence regarding this filing to Martin & Company.

The company is affiliated with Insurance Services Office, Inc. (ISO) and this is their initial reference filing to adopt all ISO Division Seven Medical professional Liability rules and rating plans applicable to Allied Health Care Providers Liability Coverage currently in effect. As ISO does not distribute either loss costs or rates, Allied Health Care Provider Professional Liability rate pages have been provided.

Eligible risks are subject to all applicable rules of the Professional Liability CLM Division except as specifically modified by these additional rules. This filing includes the following:

- For Medical Professional Liability Coverage (Div 7) – Rule 28 Allied Health, the following company rules and rates apply to Allied Health risks.
 - Eligibility
 - Rating Classifications and codes
 - Premium Basis, by classification (payroll, bed, person)
 - Basic Limits Rates (500K/1.5M)
 - Minimum Premium \$1600 (see rule 13B)
- Company exception to ISO Division 7 Rule 28.D.2.
- All other ISO Div 7 rating rules and factors apply which include basic limits, increased limits, and deductible factors.

This program may be written on a monoline or package basis.

The rates in this filing are not excessive, inadequate, or unfairly discriminatory.

www.martincompanyus.com / info@martincompanyus.com

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Section 754.EXHIBIT A Summary Sheet (Form RF-3)

FORM (RF-3)

SUMMARY SHEET

Change in Company's premium or rate level produced by rate revision
effective January 23, 2012.

	(1) Coverage	(2) Annual Premium Volume (Illinois) *	(3) Percent Change (+or-) **
1.	Automobile Liability Private Passenger		
	Commercial		
2.	Automobile Physical Damag Private Passenger		
	Commercial		
3.	Liability Other Than Auto	0	0
4.	Burglary and Theft		
5.	Glass		
6.	Fidelity		
7.	Surety		
8.	Boiler and Machinery		
9.	Fire		
10.	Extended Coverage		
11.	Inland Marine		
12.	Homeowners		
13.	Commercial Multi-Peril		
14.	Crop Hail		
15.	Other		
	Life of Insurance		

Does filing only apply to certain territory (territories) or certain
Classes? If so,
specify: Applies only to classes outlined in the filing.

Brief description of filing. (If filing follows rates of an advisory
Organization, specify
organization): Professional Liability Filing

*Adjusted to reflect all prior rate changes.

**Change in Company's premium level which will result from application of new
rates.


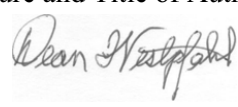
Great Midwest Insurance Company
Name of Company
Cooper B. Wallach-Vice President
Official – Title

ILLINOIS CERTIFICATION FOR MEDICAL MALPRACTICE RATES

(215 ILCS 5/155.18)(3) states that medical liability rates shall be certified in such filing by an officer of the company and a qualified actuary that the company's rates are based on sound actuarial principles and are not inconsistent with the company's experience.

I, Cooper B. Wallach, a duly authorized officer
of Great Midwest Insurance Company, am authorized to certify
on behalf of the Company making this filing that the company's rates are based on sound
actuarial principles and are not inconsistent with the company's experience, and that I am
knowledgeable of the laws, regulations and bulletins applicable to the policy rates that are the
subject of this filing.

I, Dean A. Westpfahl, a duly authorized actuary
of Martin & Company, am authorized to certify
on behalf of Great Midwest Insurance Company making this filing that the company's rates are
based on sound actuarial principles and are not inconsistent with the company's
experience, and that I am knowledgeable of the laws, regulations and bulletins applicable to the
policy rates that are the subject of this filing.

	Vice President	01/23/2012
Signature and Title of Authorized Insurance Company Officer		Date
	Director of Actuarial Services FCAS, MAAA	01/23/2012
Signature, Title and Designation of Authorized Actuary		Date

Insurance Company FEIN 76- 0154296 Filing Number MRTN-127991921

Insurer's Address 800 Gessner, Suite 600

City Houston State TX Zip Code 77024

Contact Person's:
-Name and E-mail cwallach@gmicinc.com

-Direct Telephone and Fax Number 713-935-7414



GREAT MIDWEST

October 1, 2011

800 GESSNER, SUITE 600
HOUSTON, TEXAS 77024
TELEPHONE: 713.973.0226
TOLLFREE: 800.829.8165
FACSIMILE: 713.935.7424
www.gmicinc.com

RE: Filing Authorization Letter
Great Midwest Insurance Company - NAIC #: 18694
Rate, Rule, and Form Filings

To Whom It May Concern:

Please accept this filing authorization letter as certification that we hereby authorize Martin & Company to submit rate, rule, and form filings on behalf of Great Midwest Insurance Company. With respect to these filings, this authorization includes responding to interrogatories and supplying additional information on our behalf as required. This authorization will remain in force and effect until withdrawn in writing.

All correspondence and inquiries related to filings under this authorization should be directed to the following:

Martin & Company
ATTN: Compliance Division
P.O. Box 70
Edgemont, PA 19028-0070
Phone: (800) 896-8000
Fax: (610) 325-4405

Should you have any questions or require additional information regarding this authorization, please feel free to contact me.

Sincerely,

Cooper B. Wallach
Vice President
Phone: 713-935-7414
E-mail: cwallach@gmicinc.com

SERFF Tracking Number: MRTN-127991921 State: Illinois

Filing Company: Great Midwest Insurance Company State Tracking Number: MRTN-127991921

Company Tracking Number: IL-PL-AH-2011-R-M002

TOI: 11.0 Medical Malpractice - Claims Sub-TOI: 11.0000 Med Mal Sub-TOI Combinations
Made/Occurrence

Product Name: Professional Liability - Allied Health Program

Project Name/Number: Professional Liability - Allied Health Program/IL-PL-AH-2011-R-M002

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
02/07/2012	Rate and Rule	Medical Professional Liability - Company Exception Pages - Allied Health Program - Illinois	03/14/2012	GMIC Allied Health Filing - Specific Rates - IL 01-31.pdf (Superseded)
01/17/2012	Rate and Rule	Allied Health Professional Liability Multistate Exception Pages	02/07/2012	AH PR EP 1-4 RTC.pdf (Superseded)

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APPLICATION OF THIS DIVISION AND COMPANY EXCEPTION PAGES

1. This manual Division is applicable to ALLIED HEALTH Care Provider risks.
2. To the extent that ISO Division Seven rules and rating procedures do not apply to ALLIED HEALTH Care Providers Professional Liability Coverage, such rules and rating procedures are withdrawn.
3. These Exception Pages describe the Company eligibility rule, classifications, premium exposure bases and basic limits rates for ALLIED HEALTH Care risks.
4. Eligible risks are subject to the rules and rating procedures in these company exception pages.

SECTION I - GENERAL RULES

1. APPLICATION OF THIS DIVISION

A. Contents

Division Seven contains the rules, rating procedures, state exceptions and may contain individual company rates for the following liability coverages:

1. Hospital Professional Liability Coverage
2. Physicians, Surgeons And Dentists Professional Liability Coverage
3. Allied Health Care Providers Professional Liability Coverage
4. Blood Banks Professional Liability Coverage
5. Diagnostic Testing Laboratories Professional Liability Coverage
6. Optometrists Professional Liability Coverage
7. Veterinarian Professional Liability Coverage

B. Sections

This Division is divided into separate Sections for:

1. Section I – General Rules
2. Section II – Coverage Rules
3. Rating Relativities And Factors
4. Classification Table

C. Rule Exceptions

Refer to state exceptions for any exception to the rules in this division.

D. Company Rates/ISO Loss Costs

1. ISO does not distribute either rates or loss costs for this division. Insurers will individually distribute either loss costs with their own adjustment factors or their individual company rates. A loss cost is that portion of the premium which covers only losses and the costs associated with settling losses.
2. All rules in this division are designed to be utilized with rates. All references in the rules and examples to rates and/or premiums (including base premiums) shall be interpreted to mean those established by the individual insurance company. Refer to company for specific instructions and procedures and rates.

E. Statistical Codes

Most statistical codes are shown with the state company rates or in the specific rules. For statistical codes not shown, refer to the General Liability module of the Commercial Statistical Plan, using the Medical Professional Liability subline.

2. REFERRALS TO COMPANY

Refer to company for:

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- A.** Any applicable rating plan modification.
- B.** Rating or classifying any risk or exposure for which there is no manual rate or applicable classification. Rates shall not be inadequate, excessive or unfairly discriminatory. (For other refer-to-company situations, see Rule **15**. Special Rule For Individual Risk Situations.)

Companies should maintain complete files, including all details of the factors used in determining the rate or classification for a particular risk and make these files available to state regulators on request. Such rates or classifications need not be filed with the state regulator.

The second paragraph of Paragraph **B.** shall not apply when a company has developed or prepared a manual or schedule of rates which includes a classification applicable to a risk being written. To the extent that filing requirements apply to such a manual or schedule of rates, they must be followed.

3. EFFECTIVE DATE

The date shown on the bottom of the manual page is a printing date and not necessarily the effective date. The effective date, if any, will be announced on the Notice to Manualholders accompanying new or revised manual pages.

4. POLICY TERM

- A.** Policies may be written for a specific term up to three years or on a continuous basis.
- B.** A policy may be renewed by renewal certificates. When renewal certificates are used, they must conform in every respect to current rules, rates and forms at the time of renewal.

5. PREMIUM COMPUTATION

A. Prepaid Policies

1. Compute the premium using the annual rates in effect at policy inception multiplied by the policy term expressed in years (term factor). Refer to Table **5.A.1.(RF)** for the appropriate term factor.
2. If the term of the policy is less than one year, multiply the premium determined in Paragraph **1.** by the factor shown in Table **5.A.2.(RF)** unless the policy is issued to obtain anniversary dates common with other policies.

B. Continuous And Annual Premium Payment Plan Policies

1. Compute the premium for each annual payment on the basis of the annual rates in effect on each anniversary date of the policy.
If the estimated annual premium is less than \$500, the rate and premium adjustment for a policy written for a period of more than one year may be deferred until termination of the policy.
2. Prorate the premium in Paragraph **1.** when the policy is issued for other than a whole number of years.

6. FACTORS OR MULTIPLIERS

Factors or multipliers are to be applied consecutively and not added together, unless otherwise specified.

7. ROUNDING PROCEDURE

A. Rates

Round rates, factors and multipliers after the final calculation to three decimal places. Five-tenths or more of a mill shall be considered one mill. For example, .1245 = .125.

B. Premium

Round the premium for each coverage for which a separate premium is calculated to the nearest whole dollar. Round a premium involving \$.50 or over to the next higher whole dollar.

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8. POLICYWRITING MINIMUM PREMIUM

A. Definition

Policywriting minimum premium is the lowest amount of premium for which a policy may be written and such amount is not subject to adjustment for any reason.

B. Prepaid Policies

1. The policywriting minimum premium is \$1,600.
2. Apply a minimum premium regardless of term.

C. Annual Premium Payment Plan Policies Or Continuous Policies

1. The policywriting minimum premium is \$1,600.
2. Apply a minimum premium for each annual period.

9. ADDITIONAL PREMIUM CHANGES

A. Calculation Of Premium

1. Prorate all changes requiring additional premium.
2. Apply the rates and rules in effect on the effective date of the policy, or, if the change is made after an anniversary date of the policy, apply the rates and rules in effect on that anniversary date. The additional premium developed is in addition to any applicable policywriting minimum premium.

B. Waiver Of Premium

1. Additional premiums at or below a specified amount may be waived. The maximum amount to be waived is \$15.
2. This waiver applies only to that portion of the premium due on the effective date of the policy change.

10. RETURN PREMIUM CHANGES

A. Premium Computation

1. Compute return premium at the rates used to calculate the policy premium.
2. Compute return premium pro rata and round to the next higher whole dollar when any coverage or exposure is deleted or an amount of insurance is reduced. Retain the policywriting minimum premium.

B. Waiver Of Premium

1. Return premiums at or below a specified amount may be waived. The maximum amount to be waived is \$15.
2. This waiver applies only to that portion of the return premium due on the effective date of the policy change.
3. Any return premium due the insured must be granted if the insured requests it.

11. POLICY CANCELLATIONS

A. Pro Rata Calculation

Compute return premium pro rata and round to the next higher whole dollar when a policy is cancelled:

1. At the company's request.
2. Because the insured no longer has a financial or insurable interest in the business operation that is the subject of insurance.

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3. And rewritten in the same company or company group.
4. After the first year for a prepaid policy written for a term of more than one year.

B. Other Calculations

If Paragraph A. does not apply, compute the return premium as follows:

1. Continuous And Annual Premium Payment Policies

Compute return premium by applying the factor shown in Table **11.B.(RF)** to the pro rata unearned premium for the one year or annual installment period and round to the next higher whole dollar.

2. Prepaid Policies

If cancelled during the first year, compute the return premium by applying the factor shown in Table **11.B.(RF)** to the pro rata unearned premium for the first year, plus the full annual premium for the subsequent years and round to the next higher whole dollar.

3. Policies With Term Less Than One Year

Compute return premium by applying the factor shown in Table **11.B.(RF)** to the pro rata unearned premium and round to the next higher whole dollar.

C. Retention Of Policywriting Minimum Premium

Retain the policywriting minimum premium when return premium is calculated under Paragraph B. except when a policy is cancelled as of the inception date.

12. FORMS PORTFOLIO REFERENCE

Refer to the forms portfolio for information on:

- A. Sample forms; and
- B. Applicability and edition dates of forms.

13. MINIMUM PREMIUMS

A. Definition

Minimum premiums are the lowest amounts for which insurance may be written for each full year of coverage.

B. Determination

The minimum premium is \$1,600.

C. Sublines

1. With respect to Physicians, Surgeons And Dentists, Allied Health Care Providers, Optometrists And Veterinarians Professional Liability Coverage, minimum premiums apply separately to each subline for which a premium is charged.
2. With respect to Hospital, Blood Banks And Diagnostic Testing Laboratories Professional Liability Coverage, for risks written under these sublines, minimum premiums apply separately on an each-location basis.

D. Multiple Classifications

Regardless of the number of classifications on the policy, choose the highest minimum premium for each subline, as the minimum premium for that subline.

E. Adjustment

All minimum premiums except for the policywriting minimum premium are subject to adjustment for additional interests and increased limits.

F. Policywriting Minimum Premium

Use the policywriting minimum premium if the total amount developed using this rule is less than the policywriting minimum premium.

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14. RESIDENT AGENT COUNTERSIGNATURE (ILLINOIS)

This rule does not apply.

15. SPECIAL RULE FOR INDIVIDUAL RISK SITUATIONS

A. Refer To The Company

1. For rating or classifying any risk or exposure for which:

- a. The manual rate or applicable classification is clearly demonstrated to be inappropriate because of a unique or unusual feature of the risk; or

Note

To the extent that consent-to-rate procedures apply, they must be followed.

- b. The coverage to be written is broader than that contained in the applicable standard coverage part; or

Note

To the extent that forms filing requirements apply, they must be followed.

- c. There is proof that, for a specified medical professional liability coverage, the named risk is qualified in this jurisdiction for placement of such insurance with an unauthorized insurer, and the insured agrees to the proposed rate or premium to be charged; or

- d. Excess insurance is being provided. Excess insurance means liability insurance provided in an amount not less than \$1,000,000 in excess of a specified retained limit provided that such retained limit is not less than:

(1) \$350,000 per claim, as respects those exposures covered by underlying insurance; and

(2) \$10,000 per claim, as respects those exposures not covered by underlying insurance; or

- e. Increased limits are provided and the annual increased limits written premium determined by the customary rating procedures is \$5,000 or more.

Note

Refer to company only for that portion of the premium in excess of the basic limit written premium.

2. If a coverage part providing the insurance contemplated by an applicable classification and rate is endorsed to restrict coverage for hazards not common to all risks within the class.

Note

To the extent that forms filing requirements apply, they must be followed.

3. Where liability increased limits are provided and the risk is reinsured on a facultative basis.

The following rating procedure is available for the determination of the applicable premium:

- a. Manual rules and rates shall apply to the portion of the limits of liability retained by the company.

- b. For limits of liability obtained by means of facultative reinsurance, the premium shall be the facultative cost for such insurance increased by a charge up to but not exceeding 50%.

4. If an aggregate limit of medical professional liability insurance is adjusted at any time during the policy period.

B. Filing Obligations

When a particular risk is modified in accordance with Paragraph **A.**, companies should maintain a complete file, including all details of the factors used in determining the modification and make the file available to state regulators on request. Such modifications need not be filed with the state regulator.

Note

Rates shall not be inadequate, excessive or unfairly discriminatory.

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16. BASIC LIMITS

- A. Basic limits is an amount of insurance upon which company rates are based. Basic limits may be adjusted by the appropriate increased limits factors.
- B. For basic limits, refer to the appropriate coverage rule in Section II of this manual.

17. INCREASED LIMITS TABLES

- A. All limits are expressed in thousands of dollars.
- B. Policy limit codes are shown in parentheses under factors.
- C. The tables indicate which factors must be referred to company before using.
- D. The following interpolation procedure shall be used in determining increased limits factors or combinations of limits not shown in the tables:
 - 1. Determine the factor in the increased limits table for the next lower and for the next higher limit or combination of limits.
 - 2. The factor for the limit or combination of limits desired shall be determined by interpolation. All fractions in the third decimal place shall be considered as an additional unit in the second decimal place.
 - 3. Where neither limit required appears in the table, refer to company.
- E. For increased limits tables, refer to Table 17.E.6.

18. DEDUCTIBLES

A. Definition

This is a method of coverage under which the insured agrees to contribute up to a specific sum towards the amount paid to claimants as damages.

B. Application

When deductible insurance is selected by the insured, the company's obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of any deductible amount stated as applicable to such coverage.

C. Deductible Discount Factors

A discount is available to the insured when insurance is provided on a deductible basis. Determine the applicable discount by referring to Table 18.C.#5(RF).

D. Endorsement

Refer to applicable Coverage Rules.

E. Procedures

Where deductibles are purchased, utilize the following procedure in determining the final rate:

- 1. Subtract the deductible factor from the applicable increased limits factor to determine an adjusted limits factor.
- 2. Determine the applicable rate by multiplying the basic limits rate by the adjusted limits factor determined in 1.

19. PREMIUM DETERMINATION

The premium for a risk is calculated as follows:

- A. Determine the applicable classifications(s).
- B. Determine the premium base applicable to the classification(s).
- C. Select the basic limit rate(s) for the classification(s) from the appropriate company state rates.

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- D. Adjust the basic limits rate(s) to reflect any coverage change (other than deductibles). Refer to Table **21.C.#2(RF)** for claims-made multipliers. When physicians, surgeons and dentists are written on a Hospital policy, refer to Rule **33. Classification Procedures**.
- E. Adjust the resulting basic limits rate(s) by the appropriate increased limit factors and any other applicable rate modification(s). Adjust for coverage written on a deductible basis; refer to Table **18.C.#5(RF)**.
- F. Multiply the number of units of exposure developed under the premium base for each classification by the corresponding adjusted rate(s) developed in Paragraph **E**.
- G. Determine the application of any minimum premiums.
- H. Determine any other additional premiums.
- I. Add the premium determined in Paragraph **F**. or **G.**, whichever is greater, to the premium determined in Paragraph **H**. to obtain the total policy premium.
- J. Use the premium developed in Paragraph **I**. or the policywriting minimum premium, whichever is greater.

20. DESCRIPTION OF ADDITIONAL OPTIONAL ENDORSEMENTS

A. Additional Optional Endorsements

In addition to endorsements referenced in other rules under Division Seven – Medical Professional Liability, including the Classification Table Section, the endorsements in this rule may be used with the indicated Medical Professional Liability Coverage Part(s). The endorsements are listed in numerical sequence under the line of insurance identification and category identification. The descriptions are for ease of identification. Refer to each endorsement to determine its contents. With regard to these optional endorsements, refer to company for rating.

B. Termination And Suspension Endorsements (ILLINOIS)

This rule does not apply.

C. Exclusion Endorsements

- 1. Liability arising out of the rendering of or failure to render professional services by a specific physician while engaged in activities other than those within the scope of his or her duties as a teaching physician or surgeon may be excluded under the Physicians, Surgeons And Dentists Professional Liability Coverage Part by attaching Exclusion – Non-Teaching Activities Of Teaching Physicians And Surgeons Endorsement **PR 21 00**.
- 2. Coverage for employees may be deleted by attaching Exclusion – Employees As Insureds Endorsement **PR 21 01** to the:
 - a. Hospital Professional Liability Coverage Part;
 - b. Blood Banks Professional Liability Coverage Part; or
 - c. Diagnostic Testing Laboratories Professional Liability Coverage Part.
- 3. Coverage for partnership, limited liability company, association or corporation medical professional liability may be deleted by attaching Exclusion – Partnership, Limited Liability Company, Association Or Corporation (Coverage **B**) Endorsement **PR 21 02** to either the:
 - a. Physicians, Surgeons And Dentists Professional Liability Coverage Part;
 - b. Allied Health Care Providers Professional Liability Coverage Part;
 - c. Optometrists Professional Liability Coverage Part; or
 - d. Veterinarians Professional Liability Coverage Part.

D. Coverage Amendment Endorsements

- 1. To state that the company will not settle any claim or suit without the insured's consent and to set forth the most the company will pay if the insured does not consent to a settlement which is acceptable to the claimant, use Consent To Settle Endorsement **PR 24 00**.

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This endorsement applies to all Medical Professional Liability Coverage Parts, except Hospital Professional, Blood Bank Professional, and Diagnostic Testing Laboratories Professional Liability Coverage Parts.

2. Coverage disputes between the company and an insured may be submitted to arbitrators by mutual agreement between the parties. When there is prior agreement that arbitration of a dispute will be binding on both parties, attach Binding Arbitration Endorsement **PR 24 02**. When, by prior agreement, the decision of the arbitrators may be appealed to a court, attach Non-binding Arbitration Endorsement **PR 24 01**.

This endorsement applies to all Medical Professional Liability Coverage Parts.

3. The company agrees that its right to use charitable immunity, where applicable as a defense for liability suits, will be waived, unless the insured requests otherwise, by attaching Waiver Of Charitable Immunity Endorsement **PR 24 03**.

This endorsement applies to all Medical Professional Liability Coverage Parts.

4. The company agrees that its right to use governmental immunity, where applicable as a defense for liability against an insured governmental entity, will be waived, unless the insured requests otherwise, by attaching Waiver Of Governmental Immunity Endorsement **PR 24 04**.

This endorsement applies to all Medical Professional Liability Coverage Parts.

E. Additional Coverage Endorsements

1. To provide products liability coverage for diagnostic testing laboratories use Products Liability Coverage For Diagnostic Testing Laboratories Endorsement **PR 04 00**.

This endorsement applies to all Medical Professional Liability Coverage Parts.

2. To provide for the payment of defense expenses on behalf of the named insured, when the named insured has assumed the tort liability of another under a contract or agreement pertaining to the named insured's business, use Contractual Liability Coverage Extension Endorsement:
 - a. **PR 04 01** for use with the Hospital Professional Liability Coverage Part.
 - b. **PR 04 02** for use with the Allied Health Care Providers and Physicians, Surgeons And Dentists Professional Liability Coverage Parts.
 - c. **PR 04 03** for use with the Blood Banks Professional Liability Coverage Part.
 - d. **PR 04 04** for use with the Diagnostic Testing Laboratories Professional Liability Coverage Part.
 - e. **PR 04 05** for use with the Optometrists Professional Liability Coverage Part.
 - f. **PR 04 06** for use with the Veterinarians Professional Liability Coverage Part.

F. Amendment Of Limits Of Insurance Endorsements

1. For hospitals, blood banks and diagnostic testing laboratories, the policy Aggregate Limit may be changed for certain medical or laboratory incidents from a per-policy basis to a per-location basis. The policy Aggregate Limit, with respect to certain medical or laboratory incidents, may be replaced for each designated location with a Designated Location Aggregate Limit which is equal to the amount of the Aggregate Limit shown in the Declarations of the policy, by attaching Amendment – Aggregate Limits Of Insurance (Designated Locations) Endorsement:
 - a. **PR 25 00** for use with the Blood Banks and Hospital Professional Liability Coverage Parts.
 - b. **PR 25 01** for use with the Diagnostic Testing Laboratories Professional Liability Coverage Part.
2. The limits of insurance may be amended to combine the aggregate limits when individual liability and partnership, limited liability company, association or corporation professional liability is provided. Use Amendment – Combined Aggregate Limit Of Insurance Endorsement:
 - a. **PR 25 02** for use with the Physicians, Surgeons And Dentists Professional Liability Coverage Part.
 - b. **PR 25 03** for use with the Allied Health Care Providers Professional Liability Coverage Part.
 - c. **PR 25 04** for use with the Optometrists Professional Liability Coverage Part.

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d. PR 25 05 for use with the Veterinarians Professional Liability Coverage Part.

G. Interline Endorsements

1. To state that the company will use the rules and rates in effect at the time of renewal or anniversary date of the policy, attach Calculation Of Premium Endorsement **IL 00 03**.

This endorsement applies to all Medical Professional Liability Coverage Parts.

2. To change the following items of a policy (ILLINOIS):

- a. Insured's Name
- b. Insured's Mailing Address
- c. Policy Number
- d. Company
- e. Effective/Expiration Date
- f. Insured's Legal Status/Business of Insured
- g. Payment Plan
- h. Premium Determination
- i. Additional Interested Parties
- j. Coverage Forms and Endorsements
- k. Limits/Exposures
- l. Deductibles
- m. Covered Property/Located Description
- n. Classification/Class Codes
- o. Rates
- p. Underlying Insurance,

use Illinois Policy Changes Endorsement **IL 12 04**.

This endorsement applies to all Medical Professional Liability Coverage Parts.

Do not attach Policy Changes Endorsement **IL 12 01** to any Medical Professional Liability policy of insurance issued in the State of Illinois.

21. SPECIAL RULES APPLICABLE TO THE CLAIMS-MADE COVERAGE FORMS

A. Extended Reporting Periods

1. If the requirements relating to the termination, renewal or replacement of the claims-made coverage specified in Section **V** – Extended Reporting Period of the appropriate medical professional liability claims-made coverage form are met, an extended reporting period of unlimited duration is available for an additional charge. Attach Extended Reporting Period Endorsements:
 - a. **PR 27 00** for use with the Allied Health Care Providers, Optometrists, Physicians, Surgeons And Dentists and Veterinarians Professional Liability Coverage Parts; and
 - b. **PR 27 01** for use with the Blood Banks, Diagnostic Testing Laboratories and Hospital Professional Liability Coverage Parts.
2. The Named Insured must notify the company of their intent to purchase the Extended Reporting Period Endorsement within 30 days after the end of the policy period or the date of termination of the policy, whichever comes first.
3. The Extended Reporting Period starts with the end of the policy period and applies only to claims for injury caused by an incident which occurred on or after the Retroactive Date shown in the Declarations and before the end of the policy period, provided a claim for such injury is first made during the Extended Reporting Period.

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4. If the Extended Reporting Period is in effect, supplemental aggregate limits will be provided for any claim first made during the Extended Reporting Period.

The supplemental aggregate limits will be equal to the dollar amount shown in the Declarations or any amendments thereto in effect at the end of the policy period. When Extended Reporting Period Endorsements **PR 27 00** or **PR 27 01** are used, these supplemental aggregate limits will apply separately for the Individual Professional Liability Aggregate Limit and the Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit.

5. The following applies only to Physicians, Surgeons And Dentists, Allied Health Care Providers, Optometrists and Veterinarians Professional Liability Coverage:

If the circumstances relating to the insured's death, permanent disability or permanent retirement are met, as specified in Section V – Extended Reporting Period, an Extended Reporting Period In Case Of Death, Permanent Disability Or Retirement of unlimited duration will be automatically provided without charge. This Extended Reporting Period starts with the end of the policy period and does not apply to claims that are covered under any subsequent insurance or extended reporting period purchased or to claims that would be covered but for the exhaustion of the amount of insurance applicable to such claims.

The Extended Reporting Period In Case Of Death, Permanent Disability Or Retirement does not reinstate or increase the limits under the policy.

B. Retroactive Date

The Retroactive Date is a specific date entered on the Declarations of the policy. Any injury which occurred prior to the Retroactive Date is not covered, even if a claim for such injury is first made during the policy period or any Extended Reporting Period. Once a Retroactive Date is established for an insured, it can only be advanced with the written consent of the first Named Insured, and then only:

1. If there is a change in carrier;
2. If there is a substantial change in the insured's operations which results in an increased exposure to loss;
3. If the insured fails to provide the company with information:
 - a. The insured knew or should have known about the nature of the risk insured which would have been material to the insurer's acceptance of the risk; or
 - b. Which was requested by the company; or
4. At the request of the insured.

Prior to the advancement of the Retroactive Date under any of these conditions, the company must obtain the written acknowledgment of the first Named Insured acknowledging that the first Named Insured has been advised of the right to purchase the Extended Reporting Period Endorsement.

If "none" is entered on the Declarations of the policy, there is no Retroactive Date. If there is no Retroactive Date, coverage may be afforded for injury occurring prior to the inception date of the policy.

C. Claims-made Rates

To obtain the claims-made rates, apply the multipliers in Table **21.C.#2(RF)** to the basic limits rate shown on the state rates.

22. YEAR 2000 COMPUTER-RELATED ENDORSEMENTS

Choose one of the following four options:

A. Option One – Exclusion – Year 2000 Computer-related And Other Electronic Problems Endorsements

To exclude coverage for all risks associated with a computer or computer-related, actual or alleged failure, malfunction, inadequacy or inability to correctly recognize, distinguish, interpret or accept the year 2000 and beyond, attach Exclusion – Year 2000 Computer-related And Other Electronic Problems Endorsements:

1. **PR 21 04** to the Blood Banks Professional Liability Coverage Part, Diagnostic Testing Laboratories Professional Liability Coverage Part and the Hospital Professional Liability Coverage Part.

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2. **PR 21 05** to the Allied Health Care Providers Professional Liability Coverage Part, Optometrists Professional Liability Coverage Part, Physicians, Surgeons And Dentists Professional Liability Coverage Part and the Veterinarians Professional Liability Coverage Part.

B. Option Two – Year 2000 Computer-related And Other Electronic Problems – Limited Coverage Options Endorsements

Optional coverage for liability arising out of computer-related problems due to the year 2000 may be provided by attaching Year 2000 Computer-related And Other Electronic Problems – Limited Coverage Options Endorsements:

1. **PR 04 07** to the Blood Banks Professional Liability Coverage Part, Diagnostic Testing Laboratories Professional Liability Coverage Part and the Hospital Professional Liability Coverage Part.
2. **PR 04 08** to the Allied Health Care Providers Professional Liability Coverage Part, Optometrists Professional Liability Coverage Part, Physicians, Surgeons And Dentists Professional Liability Coverage Part and the Veterinarians Professional Liability Coverage Part.

Insurers and insureds must agree on the location, operations, tests, treatments, products or services that will receive coverage by filling in the proper information in Schedule **A** – Description Of Location, Operations, Tests, Treatments, Products Or Services To Be Covered.

This coverage may be provided with a deductible by attaching the applicable Deductible Liability Insurance Endorsement.

Refer to company for rating.

C. Option Three – Year 2000 Computer-related And Other Electronic Problems – Exclusion Of Designated Locations, Operations, Tests, Treatments, Products Or Services

To exclude coverage for specific aspects of insured risks arising out of computer-related problems due to the change to the year 2000, for specified locations, operations, tests, treatments, products or services, attach Year 2000 Computer-related And Other Electronic Problems – Exclusion Of Designated Locations, Operations, Tests, Treatments, Products Or Services Endorsements:

1. **PR 21 06** to the Blood Banks Professional Liability Coverage Part, Diagnostic Testing Laboratories Professional Liability Coverage Part and the Hospital Professional Liability Coverage Part.
2. **PR 21 07** to the Allied Health Care Providers Professional Liability Coverage Part, Optometrists Professional Liability Coverage Part, Physicians, Surgeons and Dentists Professional Liability Coverage Part and the Veterinarians Professional Liability Coverage Part.

Insurers and insureds must agree on the location, operations, tests, treatments, products or services that will be excluded by filling in the proper information in the Schedule – Description Of Location, Operations, Tests, Treatments, Products Or Services To Be Excluded.

Refer to company for rating.

D. Option Four – No Endorsements

If a risk does not have a year 2000 exposure or you are willing to accept the year 2000 exposure of a risk at no additional premium, attach no endorsement.

If a risk presents a unique or unusual exposure due to the change to the year 2000 and you accept that risk without any endorsements, refer to company for rating.

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SECTION II - COVERAGE RULES

26. – 27. RESERVED FOR FUTURE USE

28. ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE

A. Description Of Allied Health Care Providers Professional Liability Coverage

1. Two standard coverage forms are available for Allied Health Care Providers risks. One coverage form provides coverage on an occurrence basis and one coverage form provides coverage on a claims-made basis.
2. These coverage forms provide coverage against claims for injuries arising out of acts or omissions:
 - a. In the providing of or failure to provide professional health care services; or
 - b. Arising out of the insured's involvement with a formal accreditation, standards review or equivalent professional board or committee.
3. Allied Health Care Providers risks are those health care professionals that are not licensed physicians or surgeons. This group includes nurses, chiropractors, chiropodists, podiatrists, lab or x-ray technicians and physiotherapists. For a description of the risks for which this coverage form may be used, refer to the Classification Section.
4. For details of coverage:
 - a. Refer to coverage forms:
 - (1) Allied Health Care Providers Professional Liability Coverage Form (Occurrence Version) **PR 00 05.**
 - (2) Allied Health Care Providers Professional Liability Coverage Form (Claims-made Version) **PR 00 06.**
 - b. Refer to mandatory multistate endorsements:
 - (1) Broad Form Nuclear Exclusion Endorsement **IL 00 21.**
 - (2) Common Policy Conditions Endorsement **IL 00 17.**
 - c. Refer to mandatory state endorsements listed in the state endorsements:
 - (1) Illinois Changes - Cancellation And Nonrenewal **PR 02 05.**
 - (2) Illinois Changes **PR 01 55.**
 - (3) Illinois Changes - Civil Union Endorsement **IL 01 47.**
 - (4) Illinois Changes - Defense Costs Endorsement **IL 01 62.**
5. The appropriate:
 - a. Coverage form;
 - b. Mandatory endorsements (including those required for use in a particular jurisdiction);
 - c. Other applicable endorsements; and
 - d. Declarationsmake up a Coverage Part.

B. Basic Limits

1. Company rates are shown at a \$500,000 limit:
 - a. For each Medical Incident, subject to a \$1,500,000 Individual Professional Liability Aggregate Limit; or
 - b. For each Business Entity Incident, subject to a \$1,500,000 Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit.

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2. The limits described in Paragraph 1. apply separately to individual and partnership liability. For individual liability, the limits also apply separately to each individual named insured. For partnership liability, only one set of limits applies regardless of the number of insureds.
3. The Aggregate Limit applies separately to each year of the policy or any applicable policy period less than one year (other than an extension of less than one year after the policy is issued).
4. The Aggregate Limit may be reinstated when exhausted. Refer to company.

C. Increased Limits

For increased limits tables, refer to state tables in accordance with Rule 17.

D. Additional Interests

Policies may be written to cover the following additional interests:

1. No Additional Charge

- a. Additional Insured – Controlling Interest Endorsement **PR 20 11**.
- b. Additional Insured – Executors, Administrators, Trustees Or Beneficiaries Endorsement **PR 20 12**.

2. Additional Charge

- a. For the named insured's employees, use Additional Insured – Employees Endorsement **PR 20 02** (For Occurrence Version) or **PR 20 03** (For Claims-made Version). Additional Premium Charge: \$100.
- b. For the Blanket Additional Insured, use Additional Insured – Automatic Status of a Person or Organization When Required in a Contract or Agreement With You Endorsement **GMIC AI 01 11**. Additional Premium Charge: \$500.

E. Deductible Endorsement

When deductible insurance is selected by the insured, the deductible applies on a per medical incident and/or per business entity incident basis. Use Deductible Liability Insurance Endorsement **PR 03 02**.

F. Partnership Or Limited Liability Company Professional Liability

When both partnership, or limited liability company, professional liability and individual liability are covered, compute the premium using:

1. The partnership liability rate for each partner (or member of a limited liability company); and
2. The appropriate rate for each employee of the partnership or limited liability company, if any.

G. Professional Association Or Corporation Professional Liability

1. Classify and rate such risks which practice medicine or dentistry the same as partnerships; that is, classify the stockholders in the same manner as partners and the association or corporation in the same manner as partnerships.
2. Professional corporations consisting of a single individual must be treated as additional insureds.

28. ALLIED HEALTH – ADDITIONAL RULES

A. Eligibility

1. Rule 28 – ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE eligibility is expanded to include risks described in this additional rule.
2. Eligible ALLIED HEALTH Care risks are primarily engaged in providing a wide range of health care, personal care and social services to individuals and families.
3. Services are typically provided by health care professionals that are not licensed physicians or surgeons. This group includes, but is not limited to, nurses, chiropractors, chiropractors, podiatrists, lab or x-ray technicians and physiotherapists.
4. Services may be provided in accordance with the plan of care established by a physician.

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5. Services can be provided in the client's home, a hospital, nursing home, hospice facility or other similar facilities.
6. Eligible services include, but are not limited to, the services described under paragraph C.3. below.

B. Classifications

1. The classifications listed in paragraph C.3. below are utilized in determining ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY eligibility and basic limits rates.
2. Based on the insured's business operations, choose the classification which best describes the operation. More than one classification assignment may be necessary for risks with multiple business operations.

C. Company Basic Limit Rates – Allied Health Classifications

1. Manual rates are shown at a \$500,000 for each Medical or Business Entity Limit and \$1,500,000 Aggregate Limit.
2. Manual rates shown are Professional Liability Coverage annual occurrence rates.
3. Manual rates apply to the appropriate classification premium base.

RATE TABLE			
Class Code	Classification Description	Premium Basis	Basic Limits Rate
00101	Home Health Care - Skilled Services <ul style="list-style-type: none"> • Skilled Nursing - Registered Nurse, LPN, LVN or CNA regularly evaluates the client's nursing needs and furnishes those services requiring substantial and specialized nursing skill. 	Per \$1,000 Payroll	\$ 7.60
00150	Hospice Care <ul style="list-style-type: none"> • Specialized care for people in final phase of life. 	Per \$1,000 Payroll	\$ 5.50
00102	Home Health Care - Therapeutic Services <ul style="list-style-type: none"> • Physical Therapy • Occupational Therapy • Speech Therapy 	Per \$1,000 Payroll	\$ 4.77
00103	Home Health Care - Personal Care Services <ul style="list-style-type: none"> • Social Worker - Worker counsels client and family in the social and emotional factors related to health problems. • Personal Care - Employee provides hands-on personal care services such as help with bathing, dressing, walking, or performing other activities of daily living. • Non-Medical Support - Employee provides supportive care such as help with the laundry, cooking or shopping, transportation and companionship. • Meals-On-Wheels services. 	Per \$1,000 Payroll	\$ 3.42
00106	Adult Day Care <ul style="list-style-type: none"> • Adult Day Care – Business provides supervision, medical care and social activities for senior citizens or other adults who live at home but cannot be left alone, or prefer to be with others, during the day. 	Per Person	\$ 33.41
00108	Assisted Living <ul style="list-style-type: none"> • Assisted Living Facilities. 	Per Bed	\$ 288.89
00109	Clinical Trials <ul style="list-style-type: none"> • Clinical Trials - Research, Development or Testing Laboratories. 	Per \$1,000 Payroll	\$ 6.76

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00110	Medical Offices - Certified Registered Nurse Anesthetists (CRNA)	Per \$1,000 Payroll	\$ 7.60
00111	Medical Offices - Phlebotomist	Per \$1,000 Payroll	\$ 7.60
00112	Medical Offices- Not otherwise classified	Per \$1,000 Payroll	\$ 7.60

D. Premium Basis Definitions

1. Payroll means premium bases as defined under Division Six General Liability rules.
2. Person means licensed capacity of facility.
3. Bed means licensed beds of facility.

E. Prior Acts Coverage Pricing

For Prior Acts Coverage, use "Prior Acts" Coverage Endorsement **GMIC PL PA 09**.

Prior Acts Year	% of Occurrence Rate
Retro date is 1 year	60%
Retro date is 2 years	70%
Retro date is 3 years	80%
Retro date is 4 years	90%
Retro date is 5 years	100%
Retro date is 6 years	105%
Retro date is 7 years	110%
Retro date is 8 or more	115%

29. – 32. RESERVED FOR FUTURE USE

SECTION III - CLASSIFICATIONS

33. CLASSIFICATION PROCEDURES

For classification assignment purposes, classification wording or classification notes takes precedence over any General or Coverage Rules.

A. Hospital Risks

1. For Classification Assignment Purposes

- a. Based on the insured's business operation, choose the classification from Table **#1(CT)** which best describes the operation.
- b. More than one classification may be necessary for risks with multiple business operations.
- c. If none of the classifications adequately describe an operation, refer to company.
- d. The "Convalescent or Nursing Homes", "Mental-psychopathic Institutions" and "Rehabilitation Hospital" classifications shall apply to any osteopathic institution other than osteopathic hospitals and osteopathic clinics.
- e. The classification for "Clinics, Dispensaries or Infirmarys" does not apply to drugless healing institutions such as chiropractic, naturopathic, sanipractic and Christian Science Institutions. Such risks shall be submitted for rating.
- f. Hospitals, institutions and clinics operated by the federal government or a state, county, city or other governmental unit shall be rated as not-for-profit hospitals, institutions or clinics, as appropriate.

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2. For Premium Computation Purposes

- a. Hospital classifications, depending on the service provided, are rated on either a "beds" or an "outpatient visits" basis or both.
- b. Hospitals are subject to additional premium charges for each of their employed staff physicians, surgeons or dentists, other than interns, who do not have their own private practices. Follow the same rules for classifying the physicians, surgeons or dentists insured for Physicians, Surgeons And Dentists Professional Liability insurance, as described in this manual, to determine the appropriate rating for such employed physicians, surgeons or dentists. Apply the factor shown in Table **33.A.2.b.(RF)** to the rates from the appropriate classifications for each employed physician, surgeon or dentist to calculate the additional charges.

B. Physicians And Surgeons Risks

1. For Classification Assignment Purposes

- a. When multiple physicians and surgeons are covered under the same policy, each insured physician or surgeon shall be assigned to one classification only, based on that person's medical specialty.
- b. If two or more classifications apply to the same individual, use the highest rated classification.
- c. Any individual who would normally be assigned to a classification whose code number is followed by an asterisk must be classified under the appropriate "Physicians – no major surgery" table if he or she performs any of the following medical techniques or procedures, as shown in Table **#3(CT)**:
 - (1) Acupuncture other than acupuncture anesthesia
 - (2) Angiography
 - (3) Arteriography
 - (4) Catheterization – arterial, cardiac or diagnostic – other than:
 - (a) The occasional emergency insertion of pulmonary wedge pressure recording catheters or temporary pacemakers;
 - (b) Urethral catheterization; or
 - (c) Umbilical cord catheterization for diagnostic purposes or for monitoring blood gases in newborns receiving oxygen
 - (5) Cryosurgery, other than use on benign or premalignant dermatological lesions
 - (6) Discograms
 - (7) Lasers used in therapy
 - (8) Lymphangiography
 - (9) Myelography
 - (10) Phlebography
 - (11) Pneumoencephalography
 - (12) Radiation therapy, including X-ray laboratories
 - (13) Shock Therapy
- d. Any individual who would normally be assigned to a classification whose code number is followed by a cross-hatch must be classified under the appropriate "Physicians – no major surgery" table if he or she performs any of the following medical techniques or procedures, as shown in Table **#4(CT)**:
 - (1) Colonoscopy
 - (2) Endoscopic Retrograde Cholangiopancreatography
 - (3) Laparoscopy (Peritonoscopy)

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- (4) Needle Biopsy, including lung and prostate, but not including liver, kidney or bone marrow biopsy
 - (5) Pneumatic or mechanical esophageal dilation (not with bougie or olive)
 - (6) Radiopaque Dye Injections, into blood vessels, lymphatics, sinus tracts or fistulae (Not applicable to radiologists)
 - e. Table **#18(CT)** provides information regarding the correlation between the medical specialties under the General Certificates and Subspecialty Categories, as approved by the American Board of Medical Specialties (ABMS). Refer to Table **#18(CT)** to determine the appropriate classification for an insured physician or surgeon when the medical specialty provided by such insured physician or surgeon is only listed in the Subspecialty Categories as described by the ABMS.
 - f. Physicians or surgeons that teach on a full-time basis shall be classified in accordance with the Teaching Physicians And Surgeons classifications as shown in Table **#2(CT)**.
 - g. Physicians and surgeons in active United States Military Service shall be classified in accordance with Table **#6(CT)**.
 - h. Medical Doctors (M.D.) and Doctors of Osteopathy (D.O.) are to be coded separately for statistical reporting purposes in accordance with the codes shown in the applicable Classification Tables.
 - i. Retired physicians or surgeons who practice on a limited basis may be insured on a "refer-to-company" basis. For statistical purposes, use Code 80179 for medical doctors and Code 84179 for osteopathic doctors.
 - j. Any insured physician or surgeon who provides regular bed and board facilities for patients shall be classified and rated as a hospital. Refer to the rules for Hospital Professional Liability Coverage.
 - k. Refer to the definitions of Medical and Surgical Dental Terminology section of the classification table for the Medical and Surgical Specialties Glossary, and the Medical and Surgical Procedures Glossary, for reference.
 - l. For partnership or corporate liability coverage, use the appropriate additional charge classifications in Table **#7(CT)**.
 - m. Physicians and surgeons who serve on medical review boards are subject to an additional charge as provided in Table **#8(CT)**.
2. **For Premium Computation Purposes**
- a. Physicians and surgeons classifications are rated on a "per-person" basis.
 - b. For physicians or surgeons employed full time by the Federal Government, apply the factor shown in Table **33.B.2.b.(RF)** of the rates which would otherwise apply to such physicians or surgeons, based on the classification assignment which reflects their medical specialty. For statistical reporting purposes use Code 80178 for medical doctors and Code 84178 for osteopathic doctors.
 - c. Insured physicians or surgeons are subject to additional premium charges based on the applicable additional charges classification shown in Table **#7(CT)**. These additional charge classifications are not designed to be used as governing classifications, except for the Partnership Liability and Corporate Liability classifications (Codes 80999 and 84999). Refer to the notes for the application of these classifications.

C. Dentists Risks

1. For Classification Assignment Purposes

- a. When multiple dentists are covered under the same policy, each insured dentist shall be assigned to one classification only. Refer to Table **#9(CT)**, for the appropriate classification.
- b. If two or more classifications apply to the same individual, use the highest rated classification.

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- c. Refer to Paragraph **C.** in the definitions of Definition of Medical and Surgical Dental Terminology section of the classification table for information regarding the special areas of dental practice recognized by the American Dental Association.
- d. Dentists that teach on a full-time basis shall be classified in accordance with the Teaching Dentists classifications as shown in Table **#9(CT)**.
- e. Dentists in active United States Military Service shall be classified in accordance with the Table **#11(CT)**.
- f. Retired dentists who practice on a limited basis may be insured on a "refer-to-company" basis. For statistical purposes, use Code 80220.
- g. For partnership or corporate liability coverage, use the appropriate additional charge classifications in Table **#10(CT)**.

2. For Premium Computation Purposes

- a. Dentists classifications are rated on a "per-person" basis.
- b. For dentists employed full time by the Federal Government, refer to Table **#12(CT)** to determine the appropriate classification.
- c. Insured dentists are subject to additional premium charges for specific situations shown in Table **#10(CT)**. Refer to Table **#10(CT)** to determine the appropriate additional charges.

D. Miscellaneous Medical Professional Risks

1. Classifications

Miscellaneous classifications are composed of those classifications which are not assignable to Hospitals, Physicians and Surgeons or Dentists categories. Refer to:

- a. Tables **#13(CT)** and **#14(CT)** for miscellaneous medical – individual risks.
- b. Table **#15(CT)** for additional charges for certain miscellaneous medical individual risks classifications, in accordance with Tables **#13(CT)** and **#14(CT)**.
- c. Table **#16(CT)** for other than individual risks for blood banks and medical or x-ray laboratories.
- d. Table **#17(CT)** for paraprofessionals for emergency medical technicians, paramedics and ambulance attendants.

2. Rating Bases

The classifications have various rating bases. Choose a classification that best describes the risk's operations and determine whether the insured is or is not an employee.

- a. Blood Banks classifications are rated on a "donations" basis.
- b. Medical or X-ray Laboratories classifications are rated on a "receipts" basis.
- c. Acupuncturists are rated on a "per-person" basis.
- d. Art, Music and Dance Therapists are rated on a "per-person" basis.
- e. Nurses classifications are rated on a "per-person" basis.
- f. All other classifications shown under Other Than Employees Professional Liability in Table **#13(CT)** are rated on either a "per-person" or "per-partner" basis.
- g. All classifications shown under Employees Professional Liability in Table **#13(CT)** are rated on a "per-person" basis.
- h. Paraprofessionals are rated on a "per-person" basis.

3. Classification Assignment And Premium Computation Purposes

- a. For the following risks:
 - (1) Blood Banks; and
 - (2) Medical or X-ray Laboratories,

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follow the same rules which apply for Hospital Professional Liability Coverage, to the extent such rules apply to miscellaneous medical professional risks.

- b. For all other risks shown in Tables #13(CT) and #14(CT) follow the same rules which apply for Physicians And Surgeons Professional Liability Coverage, to the extent such rules apply to miscellaneous medical professional risks.

RATING RELATIVITIES AND FACTORS SUPPLEMENTAL TABLE(S)

Description	M.D. Code No.	D.O. Code No.	Factor
Employed Nurse Anesthetist	80452	84452	.10
Employed Physicians And Surgeons	80177	84177	.25

Table #1(RF) Physicians And Surgeons – Additional Charges

RATING RELATIVITIES AND FACTORS

SECTION I GENERAL RULES

**RULE 5.
PREMIUM COMPUTATION**

Term Of Policy	Term Factor
6 months	0.5
18 months	1.5
2 years	2.0
3 years	3.0

Table 5.A.1.(RF) Prepaid Policies

Factor
1.1

Table 5.A.2.(RF) Prepaid Policies

RULE 11. POLICY CANCELLATIONS

Factor
.90

Table 11.B.(RF) Other Calculations

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17. INCREASED LIMITS TABLES

Aggregate	Per Medical Incident						
	\$100	200	250	300	500	750	1,000
\$300	0.63	0.71	0.74	0.77			
400	0.64	0.73	0.76	0.79			
500	0.65	0.75	0.78	0.81	0.92		
600	0.66	0.77	0.80	0.83	0.94		
750		0.79	0.82	0.85	0.96	1.05	
900		0.81	0.84	0.87	0.98	1.08	
1,000		0.82	0.85	0.88	0.99	1.09	1.14
1,500		0.83	0.86	0.89	1.00	1.11	1.17
2,000				0.90	1.01	1.12	1.18
2,500						1.13	1.19
3,000							1.20
The following factors MUST be referred to company before using.							
Aggregate	Per Medical Incident*						
	\$1,500	2,000	2,500	3,000			
\$1,500	1.26						
2,000	1.27	1.33					
2,500	1.28	1.34	1.40				
3,000	1.29	1.35	1.41	1.45			
4,000	1.30	1.36	1.42	1.46			
5,000	1.31	1.37	1.43	1.47			
* Per Optometric Incident for Optometrists							

Table 17.E.6. Allied Health Care and Optometrists

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RULE 18. DEDUCTIBLES

Deductible Amount	Discount Factor
\$ 250	0.001
500	0.002
750	0.003
1,000	0.004
2,000	0.008
3,000	0.012
4,000	0.015
5,000	0.019
10,000	0.035
15,000	0.051
20,000	0.065
25,000	0.079
50,000	0.139
75,000	0.188
100,000	0.229
150,000	0.293
200,000	0.341
250,000	0.381
500,000	0.510
750,000	0.580
1,000,000	0.620

Table 18.C.#5(RF) Allied Health Care

**RULE 21.
SPECIAL RULES APPLICABLE TO THE CLAIMS-MADE COVERAGE FORMS**

Extended Reporting Periods	
Optional Extended Reporting Period	Percent Charge
1 year	100%
2 years	150%
3 years	200%

Physicians And Surgeons, Allied Health Care And Optometrists Professional Liability Coverage												
Number Of Whole Years In Claims-made Program	Number Of Months In Claims-made Program											
	0	1	2	3	4	5	6	7	8	9	10	11
0	.25	.27	.29	.31	.33	.35	.37	.40	.42	.44	.46	.48
1	.50	.52	.54	.56	.58	.60	.62	.65	.67	.69	.71	.73
2	.75	.75	.76	.76	.77	.77	.77	.78	.78	.79	.79	.80
3	.80	.80	.81	.81	.82	.82	.82	.83	.83	.84	.84	.85
4	.85											

Table 21.C.#2(RF)Physicians And Surgeons, Allied Health Care And Optometrists

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SECTION III - CLASSIFICATIONS

33. CLASSIFICATION PROCEDURES

Factor
.35

Table 33.A.2.b.(RF) For Premium Computation Purposes

Factor
.75

Table 33.B.2.b.(RF) For Premium Computation Purposes

CLASSIFICATION TABLE

INTRODUCTION

A. Introduction

This section contains an alphabetical listing of classification and rating information for Division Seven – Medical Professional Liability. The classification listing has been divided into four tables for:

1. Hospitals
2. Physicians And Surgeons
3. Dentists
4. Miscellaneous Medical Professionals

B. Explanation Of Classification System

The purpose of the classification system is to group insureds into classifications so that the rate for each classification reflects the hazards common to those insureds.

The classification system used in this manual basically reflects the grouping methods adopted by the involved medical professional associations (e.g., the American Hospital Association, American Board of Medical Specialties) for their statistical gathering purposes. However, this classification system may not necessarily be identical to those utilized by different medical professional associations.

BASES OF PREMIUM

The exposure base used for determining the premium charge for each classification is indicated in the specific classification. The definitions of the bases of premium are as follows:

A. Beds

The daily average number of beds, cribs and bassinets occupied during the policy period.

The rates apply per bed.

B. Donations

The total of all blood donations administered by the named insured during the policy period.

The rates apply per donation.

C. Outpatient Visits

The total number of visits made during the policy period by patients who do not receive bed and board service.

The rates apply per 100 outpatient visits.

D. Person

Each individual who is being insured.

The rates apply per person.

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DEFINITIONS, ABBREVIATIONS AND SYMBOLS

A. Premium Bases

The following premium bases are used with the classifications in this manual:

Symbol	Description
o	Outpatient Visits
b	Beds
d	Donations
r	Person
t	See classification notes

B. NOC

"NOC" means Not Otherwise Classified. A classification designated "NOC" shall apply only if no other classification more specifically describes the insured's business.

C. Notes

The last column in the Classification Tables, "Notes For Company Use", may be used by companies for additional information.

D. Including

If a classification contains the descriptive phrase "including...", the operations which are so designated shall not be assigned to a separate classification even though such operations are described by another classification or are at a separate location.

E. D.O.

D.O. means Doctor of Osteopathy.

F. For-profit Hospital, Institution Or Clinic

For-profit Hospital, Institution or Clinic means one which is neither a "Governmental Hospital, Institution or Clinic" nor a "Not-for-profit Hospital, Institution or Clinic", as defined in this section.

G. Major Surgery

Major Surgery means:

- a. Performing major surgery; or
 - b. Assisting in major surgery on patients other than the insured's.
- Tonsillectomies, adenoidectomies and cesarean sections are major surgery.

H. M.D.

M.D. means Medical Doctor.

I. Minor Surgery

Minor Surgery means:

- a. Performing minor surgery (including obstetrical procedures which are not major surgery);
- b. Assisting in major surgery on the insured's patients.

J. No Surgery

No Surgery means neither performing surgery nor obstetrical procedures nor assisting in surgery. Incising of boils and superficial fascia, suturing of minor lacerations and removal of superficial skin lesions by other than surgical incision are not surgery.

K. Not-for-profit Hospital, Institution Or Clinic

Not-for-profit Hospital, Institution or Clinic means one which is not operated by a governmental unit and the net earnings of which do not inure to the benefit of any private individual.

L. Teaching Physician Or Surgeon

Teaching Physician or Surgeon means one who teaches on a full-time basis and has no private practice.

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DEFINITIONS OF MEDICAL AND SURGICAL/DENTAL TERMINOLOGY

A. Medical And Surgical Specialties Glossary

1. Aerospace Medicine means the branch of medicine which deals with physiological, medical, psychological and epidemiological (i.e., disease-related) problems in present day air and space travel.
2. Allergy means a condition in which an individual is sensitive to a substance (or temperature) that does not affect most other people – such as pollen, dust or food.
3. Anesthesiology means the branch of medicine specializing in anesthesia – the abolition of sensation or the rendering unconscious by artificial means.
4. Broncho-esophagology means the branch of medicine which deals with the bronchial tree (body tubes which carry air) and the esophagus (muscular tubular organ which carries food from mouth to stomach).
5. Cardiovascular Disease means any disease pertaining to the heart and blood vessels.
6. Critical Care Medicine means the branch of medicine which provides around-the-clock monitoring and treatment of life-endangered patients by highly-trained physicians and nurses in emergency departments and special care units.
7. Dermatology means the branch of medicine that deals with diagnosis and treatment of diseases of the skin.
8. Diabetes means the branch of medicine that deals with a disease associated with deficient insulin secretion.
9. Endocrinology means the branch of medicine that deals with the endocrine (ductless) glands (e.g., thyroid) and the various internal secretions.
10. Forensic Medicine, refer to Legal Medicine.
11. Gastroenterology means the branch of medicine that deals with the anatomy, physiology and pathology of the stomach and intestines.
12. General Preventive Medicine means the branch of medicine which aims at the prevention of disease.
13. Geriatrics means the branch of medicine that deals with the structural changes, physiology, diseases and hygiene of old age.
14. Gynecology means the branch of medicine that deals with the functions and diseases peculiar to women.
15. Hematology means the branch of medicine that deals with the blood and its diseases.
16. Hospitalist is a hospital-based general physician who manages the care of hospital patients in place of the patients' primary care physicians.
17. Hypnosis means a trance-like condition that can be artificially induced, characterized by an altered consciousness, diminished will power, and an increased responsiveness to suggestion.
18. Infectious Diseases means any diseases that are due to the growth and action of microorganisms or parasites in the body, and that may or may not be contagious.
19. Internal Medicine means the branch of medicine that is concerned with the diagnosis, prevention and treatment of disease in adults.
20. Laryngology means the branch of medicine that deals with the larynx (throat part, vocal cords), its functions and its pathology.
21. Legal Medicine means the application of medical principles in law (also called Forensic Medicine).
22. Manipulation means the skillful handling in the adjustment of an abnormality or the bringing about of a desirable condition, as the changing of the position of the fetus, the alignment of the fragments of a broken bone, the replacement of a protruding organ (in hernia), etc.

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- 23.** Medical Technologist is a laboratory professional who performs clinical laboratory analysis as well as fine line discrimination and the correction of errors.
- 24.** Neoplastic Diseases means any diseases that are concerned with any new and abnormal growth, such as a tumor.
- 25.** Nephrology means the branch of medicine that deals with the kidney and its diseases.
- 26.** Neurology means the branch of medicine that deals with the nervous system and its disorders.
- 27.** Nuclear Medicine means the branch of medicine that deals with diagnostic, therapeutic and investigative use of radioactive materials or radiopharmaceuticals.
- 28.** Nurse Practitioner is a registered nurse with advanced training who is qualified to assume some of the duties and responsibilities of a physician.
- 29.** Nutrition means the branch of medicine that deals with the act or process of nourishing or taking nourishment, especially the processes by which the food is assimilated.
- 30.** Obstetrics means the branch of medicine that deals with pregnancy and childbirth.
- 31.** Occupational Medicine means the branch of medicine that deals with treatment of work-related illnesses and injuries.
- 32.** Oncology means the branch of medicine that deals with the study of tumors.
- 33.** Ophthalmology means the branch of medicine that deals with the structure, functions and diseases of the eye.
- 34.** Orthotics means the branch of medicine dealing with the support and bracing of ineffective or weak joints and muscles.
- 35.** Otology means the branch of medicine that deals with the ear.
- 36.** Otorhinolaryngology means the branch of medicine that treats the ear, nose and throat.
- 37.** Pathology means the branch of medicine that deals with the origin, nature, causes and development of diseases.
- 38.** Pediatrics means the branch of medicine that deals with the diseases and hygienic care of children.
- 39.** Pharmacology, Clinical means the branch of medicine concerned with the nature, preparation, administration and effects of drugs.
- 40.** Physiatry means the practice of Physical Medicine.
- 41.** Physical Medicine means a consultative, diagnostic and therapeutic medical specialty coordinating and integrating the use of physical therapy (use of light, heat, cold, water, electricity and exercises), occupational therapy and physical reconditioning in the Professional Management of the diseased and injured.
- 42.** Preventive Medicine means the branch of medicine dealing with the prevention of disease.
- 43.** Psychiatry means the branch of medicine that deals with the diagnosis, treatment and prevention of mental disorders.
- 44.** Psychoanalysis means a system used in the investigation of the human mind and the treatment of mental disorders.
- 45.** Psychosomatic Medicine means the branch of medicine that investigates the reciprocal influences of body and mind in the cause, prevention, treatment and cure of disease.
- 46.** Public Health means the branch of medicine that deals with the protection and improvement of community health by organized community effort.
- 47.** Pulmonary Diseases means any diseases that are affecting the lungs.
- 48.** Radiology means the branch of medicine that relates to radiant energy and its application, especially in the diagnosis and treatment of disease.
- 49.** Rheumatology means the branch of medicine that treats rheumatism, a disease marked by the inflammation of the connective tissue structures of the body, especially the muscles and joints.

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50. Rhinology means the branch of medicine that relates to the nose and its diseases.
51. Roentgenology, refer to Radiology.
52. Sclerosant means a medicinal substance which induces inflammation in a tissue and a subsequent hardening or shrinkage. It is often used, by injection, in the treatment of varicose veins.
53. Sclerotherapy means the use of a chemical irritant (a sclerosant) to produce a hardening of a structure, as by injecting it into a varicose vein. See under sclerosant.
54. Sports Medicine means the branch of medicine dealing with the prevention and treatment of injuries and diseases related to participation in sports.
55. Surgery, Cardiovascular means surgery pertaining to the heart and blood vessels.
56. Surgery, Neurological means surgery pertaining to the nervous system.
57. Surgery, Orthopaedic means the branch of surgery concerned with the preservation and restoration of the function of the skeletal system.
58. Surgery, Plastic means surgery concerned with the restoration or reconstruction of body structures that are defective or damaged by injury or disease.
59. Surgery, Thoracic means surgery pertaining to the chest.
60. Surgery, Traumatic means surgery pertaining to trauma – a wound or injury.
61. Surgery, Urological means surgery pertaining to the urinary tract of both male and female and the genital organs of the male.
62. Surgery, Vascular means surgery of the blood vessels within the limbs of the body, or the trunk, neck, abdomen or head.
63. Urology is the branch of medicine dealing with the urinary or urogenital organs.

B. Medical And Surgical Procedures Glossary

1. Acupuncture means puncture of the skin with long, fine needles to cure disease or relieve pain.
2. Angiography means the injection of radiopaque dye into a blood vessel (artery or vein), with or without catheterization, for the purpose of radiological study of the vessel or its branches.
3. Arteriography means X-ray studies of arterial circulation following injection of radiopaque material into the blood stream.
4. Catheterization, Cardiac means passage of a small catheter (tubular instrument) into a vein in the arm and through the blood vessels into the heart, permitting the securing of blood samples, determination of intracardiac pressure, and detection of cardiac anomalies (irregularities).
5. Catheterization means the employment or passage of a catheter.
6. Cryosurgery means surgery that uses liquid nitrogen or carbon dioxide to freeze and destroy abnormal tissue.
7. Discograms means a radiological film of an intervertebral disk.
8. Endoscopy means the inspection of cavities of the body by use of the endoscope.
9. Inhalation Therapy is the therapeutic use of inhaled gases.
10. Laparoscopy (Peritonescopy) means a method of examining the peritoneal cavity by means of a peritonescope.
11. Lasers means an operating assembly used to emit a powerful, highly directional and coherent (nonspreading), monochromatic beam of light which has been used as a surgical tool and in research.
12. Lymphangiography means radiological visualization of lymphatic vessels (absorbent vessels which drain tissue fluid from various body tissues and return it to the blood) following injection of a contrast medium.

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13. Major Surgery includes operations in or upon any body cavity, including, but not limited to, the cranium, thorax, abdomen or pelvis; any other operation which, because of the condition of the patient or the length or circumstances of the operation presents a distinct hazard to life. It also includes: removal of tumors, bone fractures, amputations, the removal of any gland or organ and plastic surgery.
14. Minor Surgery means a surgical procedure of slight extent and not hazardous to life.
15. Myelography means radiological visualization of the spinal cord after injection of a contrast medium.
16. Needle Biopsy means biopsy in which the tissue or fluid gathering procedure is accomplished through the use of a syringe.
17. Phlebography means radiological visualization of veins following injection of a contrast medium.
18. Pneumoencephalography means X-ray studies of the head following injection of air or gas into the spinal canal following removal of some spinal fluid.
19. Radiation Therapy means the treatment of disease with any type of radiation, most commonly with ionizing radiation, including the use of roentgen rays, radium or other radioactive substances.
20. Radiopaque means not permitting the passage of radiant energy such as X-rays. Radiopaque substances, frequently called "contrast media", are introduced to part of a patient's body to be studied by X-ray. X-rays will not penetrate the radiopaque substance which causes the part to be studied to show white on an exposed X-ray film.
21. Shock Therapy means the treatment of certain psychotic disorders by the injection of drugs, or by electrical shocks, both methods inducing coma, with or without convulsions.

C. Special Areas Of Dental Practice

The American Dental Association Council on Dental Education recognizes the following areas of dental practice.

1. Dental Public Health is the prevention and control of dental diseases and promotion of dental health through organized community efforts.
2. Endodontics is the area of dentistry concerned with the morphology, physiology and pathology of the human dental pulp and periradicular tissues.
3. Oral and Maxillofacial Pathology is the area of dentistry concerned with the nature, identification and management of diseases affecting the oral and maxillofacial regions.
4. Oral and Maxillofacial Radiology is the specialty of dentistry and discipline of radiology concerned with the production and interpretation of images and data produced by all modalities of radiant energy that are used for the diagnosis and management of diseases, disorders and conditions of the oral and maxillofacial region.
5. Oral and Maxillofacial Surgery is a specialty of dentistry which includes diagnosis, surgical and adjunctive treatment of diseases, injuries and defects involving both the functional and esthetic aspects of the hard and soft tissues of the oral and maxillofacial region.
6. Orthodontics and Dentofacial Orthopedics is the area of dentistry concerned with the supervision, guidance and correction of the growing or mature dentofacial structures, including those conditions that require movement of teeth or correction of malrelationships and malformation of their related structures and the adjustment of relationships between and among teeth and facial bones by the application of force and/or the stimulation and redirection of functional forces within the craniofacial complex.
7. Pediatric Dentistry is an age-defined specialty providing both primary and comprehensive preventive oral health care for infants and children through adolescence.
8. Periodontics encompasses the prevention, diagnosis and treatment of diseases of the supporting and surrounding tissues of the teeth or their substitutes.

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9. Prosthodontics is that branch of dentistry pertaining to the restoration and maintenance of oral functions, comfort, appearance and health by the restoration of natural teeth and/or the replacement of missing teeth and contiguous oral and maxillofacial tissues with artificial substitutes.

D. Approved Specialty Boards and Certificate Categories

Refer to the table for approved specialty boards and certificate categories.

CLASSIFICATIONS – MISCELLANEOUS MEDICAL PROFESSIONAL

Description	Class Code	Premium Base	Notes
Other Than Employees Professional Liability			
Acupuncturists	80966	r	
Art, Music and Dance Therapists	80967	r	
Chiropodists/Podiatrists	80993	r	This is an NOC classification. This classification is subject to an additional charge when another chiropodist/podiatrist is employed by the insured chiropodist/podiatrist. Use the additional charge for employed chiropodists/podiatrists, Classification Code 80943, shown in Table #15(CT). Corporations and partnerships are subject to an additional charge, shown in Table #15(CT).
Chiropodists/Podiatrists in active United States Military Service	80935	r	
Chiropodists/Podiatrists employed full time by the Federal Government	80936	r	
Chiropractors	80410	r	This classification is subject to an additional charge when another chiropractor is employed by the insured chiropractor. Use the additional charge for employed chiropractors, Classification Code 80411, shown in Table #15(CT). Corporations and partnerships are subject to an additional charge, shown in Table #15(CT).
Hearing Aid Fitters/Audiologists	80968	r	
Inhalation/Respiratory Therapists	80969	r	
Massage Therapists	80970	r	
Medical Technologists	80971	r	
Nutritionists/Dietitians	80972	r	

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Description	Class Code	Premium Base	Notes
Occupational Therapists	80973	r	
Orthotists/Prosthetists	80974	r	
Psychologists	80975	r	
Employees Medical Professional Liability			
Dental Hygienists	80712	r	
Hearing Aid Fitters/Audiologists	80716	r	
Inhalation/Respiratory Therapists	80717	r	
Massage Therapists	80718	r	
Medical Laboratory Technicians	80711	r	
Medical Technologists	80719	r	
Nutritionists/Dietitians	80720	r	
Description	Class Code	Premium Base	Notes
Occupational Therapists	80721	r	
Opticians	80937	r	
Orthotists/Prosthetists	80722	r	
Pharmacists	59112	r	
Physiotherapists	80938	r	
Psychologists	80723	r	
X-ray Technicians	80713	r	This classification is subject to an additional charge when the insured X-ray technician does X-ray therapy work. Use additional charge Classification Code 80714, shown in Table #15(CT).

Table #13(CT) Miscellaneous Medical – Individual Risks

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Description	Class Code	Premium Base	Notes
Nurses Medical Professional Liability			
Midwives	80962	r	<p>This classification is subject to an additional charge when insured nurses or midwives are also anesthetists. Use additional charge Classification Code 80960, shown in Table #15(CT).</p> <p>This classification is also subject to an additional charge when the insured nurses or midwives administer X-ray therapy. Use additional charge Classification Code 80714, shown in Table #15(CT).</p>
Nurses – LPNs	80963	r	<p>This classification is subject to an additional charge when insured nurses or midwives are also anesthetists. Use additional charge Classification Code 80960, shown in Table #15(CT).</p> <p>This classification is also subject to an additional charge when the insured nurses or midwives administer X-ray therapy. Use additional charge Classification Code 80714, shown in Table #15(CT).</p>
Nurses – RNs	80964	r	<p>This classification is subject to an additional charge when insured nurses or midwives are also anesthetists. Use additional charge Classification Code 80960, shown in Table #15(CT).</p> <p>This classification is also subject to an additional charge when the insured nurses or midwives administer X-ray therapy. Use additional charge Classification Code 80714, shown in Table #15(CT).</p>
Nurse Practitioners	80965	r	

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Description	Class Code	Premium Base	Notes
Optometrists	80994	r	<p>This classification is subject to an additional charge when another optometrist is employed by the insured optometrist. Use the additional charge for employed optometrists, Classification Code 80944, shown in Table #15(CT).</p> <p>Corporations and partnerships are subject to an additional charge, shown in Table #15(CT).</p>
Physiotherapists	80995	r	<p>This classification is subject to an additional charge when there is another physiotherapist employed by the insured physiotherapist. Use the additional charge for employed physiotherapists, Classification Code 80945, shown in Table #15(CT).</p> <p>Corporations and partnerships are subject to an additional charge, shown in Table #15(CT).</p> <p>This is an NOC classification.</p>
Physiotherapists in active United States Military Service	80911	r	
Physiotherapists employed full time by the Federal Government	80912	r	
Veterinarians	07226	r	<p>This classification is subject to an additional charge when there is another veterinarian employed by the insured veterinarian. Use the additional charge for employed veterinarians, Classification Code 07221, shown in Table #15(CT).</p> <p>This is an NOC classification.</p>
Veterinarians – Household Pets	07225	r	<p>This classification is subject to an additional charge when there is another veterinarian employed by the insured veterinarian. Use the additional charge for employed veterinarians, Classification Code 07221, shown in Table #15(CT).</p>

Table #14(CT) Miscellaneous Medical – Individual Risks

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Description	Class Code	Premium Base	Notes
Chiropodists/Podiatrists			
Employed Chiropodists/Podiatrists	80943	r	The rate for this additional charge classification applies not only to employees who are individual insureds but also to employees of partnerships, limited liability companies, corporations or professional associations practicing medicine. It applies per employee regardless of the number of partners or members. It applies also to such personnel in pathological or X-ray laboratories operated or supervised by the insured.
Corporate Liability	80950	r	This classification is to be used as the governing classification when the individual insured chiropodist/podiatrist is also insured as either a partnership or corporation, as referenced in Rule 28.F. and G. , respectively. This classification is subject to any applicable additional charge classifications for employed chiropodists/podiatrists.
Partnership Liability	80950	r	This classification is to be used as the governing classification when the individual insured chiropodist/podiatrist is also insured as either a partnership or corporation, as referenced in Rule 28.F. and G. , respectively. This classification is subject to any applicable additional charge classifications for employed chiropodists/podiatrists.
Chiropractors			
Employed Chiropractors	80411	r	The rate for this additional charge classification applies not only to employees who are individual insureds but also to employees of partnerships, limited liability companies, corporations or professional associations practicing medicine. It applies per employee regardless of the number of partners or members. It applies also to such personnel in pathological or X-ray laboratories operated or supervised by the insured.

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Description	Class Code	Premium Base	Notes
Corporate Liability	80412	r	This classification is to be used as the governing classification when the individual insured chiropractor is also insured as either a partnership or corporation, as referenced in Rule 28.F. and G., respectively. This classification is subject to any applicable additional charge classifications for employed chiropractors.
Partnership Liability	80412	r	This classification is to be used as the governing classification when the individual insured chiropractor is also insured as either a partnership or corporation, as referenced in Rule 28.F. and G., respectively. This classification is subject to any applicable additional charge classifications for employed chiropractors.
Employees Medical Professional Liability			
X-ray Therapy	80714	r	
Nurses Medical Professional Liability			
Anesthetists	80960	r	
X-ray Therapy	80714	r	
Optometrists			
Employed Optometrists	80944	r	The rate for this additional charge classification applies not only to employees who are individual insureds but also to employees of partnerships, limited liability companies, corporations or professional associations practicing medicine. It applies per employee regardless of the number of partners or members. It applies also to such personnel in pathological or X-ray laboratories operated or supervised by the insured.
Corporate Liability	80956	r	This classification is to be used as the governing classification when the individual insured optometrist is also insured as either a partnership or corporation, as referenced in Rule 28.F. and G., respectively. This classification is subject to any applicable additional charge classifications for employed optometrists.

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Description	Class Code	Premium Base	Notes
Partnership Liability	80956	r	This classification is to be used as the governing classification when the individual insured optometrist is also insured as either a partnership or corporation, as referenced in Rule 28.F. and G., respectively. This classification is subject to any applicable additional charge classifications for employed optometrists.
Physiotherapists			
Employed Physiotherapists	80945	r	The rate for this additional charge classification applies not only to employees of individual insured physiotherapists but also to employees of partnerships, limited liability companies, corporations or professional associations practicing medicine. It applies per employee regardless of the number of partners or members. It applies also to such personnel in pathological or X-ray laboratories operated or supervised by the insured.
Corporate Liability	80955	r	This classification is to be used as the governing classification when the individual insured physiotherapist is also insured as either a partnership or corporation, as referenced in Rule 28.F. and G., respectively. This classification is subject to any applicable additional charge classifications for employed physiotherapists.
Partnership Liability	80955	r	This classification is to be used as the governing classification when the individual insured physiotherapist is also insured as either a partnership or corporation, as referenced in Rule 28.F. and G., respectively. This classification is subject to any applicable additional charge classifications for employed physiotherapists.
Veterinarians			

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Description	Class Code	Premium Base	Notes
Employed Veterinarians	07221	r	The rate for this additional charge classification applies not only to employees of individual insured physiotherapists but also to employees of partnerships, limited liability companies, corporations or professional associations practicing medicine. It applies per employee regardless of the number of partners or members. It applies also to such personnel in pathological or X-ray laboratories operated or supervised by the insured.
Corporate Liability	07222	r	This classification is to be used as the governing classification when the individual insured veterinarian is also insured as either a partnership or corporation, as referenced in Rule 28.F. and G., respectively. This classification is subject to any applicable additional charge classifications for employed veterinarians.
Partnership Liability	07222	r	This classification is to be used as the governing classification when the individual insured veterinarian is also insured as either a partnership or corporation, as referenced in Rule 28.F. and G., respectively. This classification is subject to any applicable additional charge classifications for employed veterinarians.

Table #15(CT) Miscellaneous Medical – Additional Charges – Individual Risks

Description	Class Code	Premium Base	Notes
Blood Banks	80992	d	
Medical or X-ray Laboratories	80715	t	The unit of exposure to which the rates are applied is each \$1000 of receipts.

Table #16(CT) Other-Than-Individual Risks

Description	Class Code	Premium Base	Notes
Emergency Medical Technicians and Paramedics	80976	r	
Ambulance Attendants	80977	r	

Table #17(CT) Paraprofessionals

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TERRITORY DEFINITIONS

Hospital Professional Liability

Miscellaneous Liability – Professional – Excluding
Veterinarians Professional Liability

Physicians, Surgeons and Dentists Professional
Liability

COOK COUNTY 001

REMAINDER OF STATE 002

Veterinarians Professional Liability

ENTIRE STATE 999

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ALLIED HEALTH SCHEDULE RATING PLAN

1. APPLICATION OF THIS SECTION

This section contains the Allied Health Schedule Rating Plan

2. ELIGIBILITY

All risks are eligible for schedule rating.

3. SCHEDULE RATING

A schedule rating modification may be applied to the otherwise chargeable premium in accordance with the following table, subject to a maximum credit or debit of 25%, to reflect such characteristics of the risk that are not reflected in its experience.

Risk Characteristic	Description	Range Of Modifications	
		Credit	Debit
Location	Exposure inside premises.	5%	5%
	Exposure outside premises.	5% to 5%	
Premises	Condition and care of premises.	10% to 10%	
Equipment	Type, condition and care of equipment.	10% to 10%	
Classification	Peculiarities of classification.	10% to 10%	
Employees	Selection, training, supervision, experience.	6% to 6%	
Cooperation	Medical Facilities.	2% to 2%	
	Safety Program.	2% to 2%	

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APPLICATION OF THIS DIVISION AND COMPANY EXCEPTION PAGES

- A. This manual Division is applicable to ALLIED HEALTH Care Provider risks.
- B. To the extent that ISO Division Seven rules and rating procedures do not apply to ALLIED HEALTH Care Providers Professional Liability Coverage, such rules and rating procedures are withdrawn.
- C. These Exception Pages describe the Company eligibility rule, classifications, premium exposure bases and basic limits rates for ALLIED HEALTH Care risks.
- D. Eligible risks are subject to the rules and rating procedures of ISO Division Seven except as specifically modified by these company exception pages.

GENERAL RULES - COMPANY RATING VALUES

RULE NUMBER	DESCRIPTION	COMPANY RATING VALUE
8.B 8.C	Policy Writing Minimum Premium	\$ 1,600.
9.B	Additional Premium Changes - Waiver of Additional Premium	\$ 15.
10.B	Return Premium Changes - Waiver of Return Premium *Return premium due to Insured upon request	\$ 15.
13.B	Minimum Premiums	\$ 1,600.

The following is added to RULE 21. A - EXTENDED REPORTING PERIOD

Optional Extended Reporting Period	Percent Charge
1 year	100%
2 years	150%
3 years	200%

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RULE 28 – ALLIED HEALTH - ADDITIONAL RULES

1. ELIGIBILITY

- a. Rule 28 – ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE eligibility is expanded to include risks described in this additional rule.
- b. Eligible ALLIED HEALTH Care risks are primarily engaged in providing a wide range of health care, personal care and social services to individuals and families.
- c. Services are typically provided by health care professionals that are not licensed physicians or surgeons. This group includes, but is not limited to, nurses, chiropractors, chiropodists, podiatrists, lab or x-ray technicians and physiotherapists.
- d. Services may be provided in accordance with the plan of care established by a physician.
- e. Services can be provided in the client's home, a hospital, nursing home, hospice facility or other similar facilities.
- f. Eligible services include, but are not limited to, the services described under paragraph 3.c. below.

2. CLASSIFICATIONS

- a. The classifications listed in paragraph 3.c. below are utilized in determining ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY eligibility and basic limits rates.
- b. Based on the insured's business operations, choose the classification which best describes the operation. More than one classification assignment may be necessary for risks with multiple business operations.

3. COMPANY BASIC LIMIT RATES – ALLIED HEALTH CLASSIFICATIONS

- a. Manual rates are shown at a \$500,000 for each Medical or Business Entity Limit and \$1,500,000 Aggregate Limit.
- b. Manual rates shown are Professional Liability Coverage annual occurrence rates.
- c. Manual rates apply to the appropriate classification premium base.

RATE TABLE			
Class Code	Classification Description	Premium Basis	Basic Limits Rate
00101	Home Health Care - Skilled Services <ul style="list-style-type: none"> Skilled Nursing - Registered Nurse, LPN, LVN or CNA regularly evaluates the client's nursing needs and furnishes those services requiring substantial and specialized nursing skill. 	Per \$1,000 Payroll	Refer to Company
00150	Hospice Care <ul style="list-style-type: none"> Specialized care for people in final phase of life. 	Per \$1,000 Payroll	Refer to Company

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00102	Home Health Care - Therapeutic Services <ul style="list-style-type: none"> Physical Therapy Occupational Therapy Speech Therapy 	Per \$1,000 Payroll	Refer to Company
00103	Home Health Care - Personal Care Services <ul style="list-style-type: none"> Social Worker - Worker counsels client and family in the social and emotional factors related to health problems. Personal Care - Employee provides hands-on personal care services such as help with bathing, dressing, walking, or performing other activities of daily living. Non-Medical Support - Employee provides supportive care such as help with the laundry, cooking or shopping, transportation and companionship. Meals-On-Wheels services. 	Per \$1,000 Payroll	Refer to Company
00106	Adult Day Care <ul style="list-style-type: none"> Adult Day Care – Business provides supervision, medical care and social activities for senior citizens or other adults who live at home but cannot be left alone, or prefer to be with others, during the day. 	Per Person	Refer to Company
00108	Assisted Living <ul style="list-style-type: none"> Assisted Living Facilities. 	Per Bed	Refer to Company
00109	Clinical Trials <ul style="list-style-type: none"> Clinical Trials - Research, Development or Testing Laboratories. 	Per \$1,000 Payroll	Refer to Company
00110	Medical Offices - Certified Registered Nurse Anesthetists (CRNA)	Per \$1,000 Payroll	Refer to Company
00111	Medical Offices - Phlebotomist	Per \$1,000 Payroll	Refer to Company
00112	Medical Offices- Not otherwise classified	Per \$1,000 Payroll	Refer to Company

4. Premium Basis Definitions

- a. Payroll means premium bases as defined under Division Six General Liability rules.
- b. Person means licensed capacity of facility.
- c. Bed means licensed beds of facility.

RULE 28.D.2 - Additional Interests - Additional Charge

- For the named insured employees, use Additional Insured – Employees Endorsement PR 20 02 (Occurrence) or PR 20 03 (Claims Made).
- Additional Premium Charge: Refer to Company
- For the Blanket Additional Insured, use Additional Insured – Automatic Status of a Person or Organization When Required in a Contract or Agreement With You Endorsement GMIC AI 01 11 11
- Additional Premium Charge: Refer to Company

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Prior Acts Coverage Pricing

Prior Acts Year	% of Occurrence Rate
Retro date is 1 year	60%
Retro date is 2 years	70%
Retro date is 3 years	80%
Retro date is 4 years	90%
Retro date is 5 years	100%
Retro date is 6 years	105%
Retro date is 7 years	110%
Retro date is 8 or more	115%

The following Scheduled Rating Plan is added:

A schedule rating modification may be applied to the otherwise chargeable premium in accordance with the following table, subject to a maximum credit or debit of 40%, to reflect such characteristics of the risk as are not reflected in its experience.

All risks are eligible for schedule rating.

Risk Characteristic	Description	Range Of Modifications	
		Credit	Debit
Location	Exposure inside premises.	5%	5%
	Exposure outside premises.	5% to	5%
Premises	Condition and care of premises.	10% to	10%
Equipment	Type, condition and care of equipment.	10% to	10%
Classification	Peculiarities of classification.	10% to	10%
Employees	Selection, training, supervision, experience.	6% to	6%
Cooperation	Medical Facilities.	2% to	2%
	Safety Program.	2% to	2%